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# Change Notice

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DIRECTIVE AFFECTED: 7300.09  
CHANGE NOTICE NUMBER: 02  
DATE: 5/19/99

1. **PURPOSE AND SCOPE.** To add sections on the Cost of Incarceration Fee, Sexual Abuse/Assault Prevention and Intervention, and Volunteer Use in Community-Based Programs as well as to add the Tracking Juvenile Designations form to Chapter 5 of the Community Corrections Manual and to make a variety of other more minor changes to Chapters 5 and 6 as detailed below.

2. **SUMMARY OF CHANGES IN CHAPTER 5**

a. In both Chapters 5 and 6, changes have been made in accordance with the Bureau's clear writing initiative. Increased use of BOPNet GroupWise system for making official notifications has also been added throughout this change notice.

b. In section 5.1, paragraph 6, a designation is not done when requested by the U.S. Marshals Service if the sentence has been completed.

c. In section 5.1, paragraph 9, during the designation process, prior sentence computations are to be reviewed along with the 129s and Presentence Investigations.

d. In section 5.1, paragraph 12, if background information has not been completed, the inmate must be designated to at least a LOW security facility.

e. In section 5.1.2, community corrections staff must obtain a verbal report related to offense conduct and institutional adjustment from a state employee on state inmates being designated for service of a federal sentence.

f. In sections 5.1.3 and 5.1.4, directions on maintaining documentation regarding voluntary surrenders and appeals were added.

g. In section 5.2.2.b, when an inmate is rejected for CCC placement, the CCM must consider placement in U.S. Probation Office's electronically monitored home confinement program.

h. In section 5.6.2.a.(2), minor changes were made regarding escape notification procedures.

i. In section 5.6.2.a.(8), minor changes were made regarding maintenance and documentation of escape related information.

j. In section 5.6.2.c(1), new information was added regarding coordination of apprehension efforts between the CCM, USMS, and contractor.

k. In section 5.8, clarification is added to the VCCLEA procedures regarding prohibited acts.

l. In section 5.8.3, a misconduct report on a VCCLEA violent or PLRA inmate may be referred to a DHO certified CCM staff member in offices with an unusually high number of incident reports.

m. In section 5.11, information was added regarding the transfer of inmates and notification of victims and witnesses.

n. In section 5.12.2, information was added regarding notification procedures for hospitalized inmates and general direction given related to precertification of treatment.

o. In section 5.14.4.a, dollar amounts of court assessments were removed.

p. Section 5.14.5, Cost of Incarceration Fee (COIF), was added.

q. Section 5.16, reference to Sexual Abuse/Assault Prevention and Intervention procedures was added.

r. Section 5.17, Use of Volunteers in Community-Based Programs, was added.

s. Attachment 5-1, the CCM Designation Log, was revised.

t. Attachment 5-1a, Tracking Juvenile Designations, was added.

### **3. SUMMARY OF CHANGES IN CHAPTER 6**

a. In section 6.1.1.d, files for direct court commitments must now contain an inmate discipline record.

b. In section 6.1.2.d, the files for condition of supervision placements must now contain a SENTRY Sentence Computation.

c. In section 6.1.3.c, community confinement case files must now contain a SENTRY Sentence Computation.

d. In section 6.1.4, intermittent confinement case files must now contain the Designation Request and the SENTRY Sentence Computation.

e. In section 6.1.5, for institution transfer files, it is now stipulated that some material is a copy while other material should be the original document.

f. Section 6.3, SENTRY Applications, has been reorganized. In section c, inmate movement is loaded the same day or the next working day if the movement was after business hours.

g. In section 6.3.7, the name of the Transitional Services Program has been changed to Community Transitional Drug Abuse Treatment.

h. In section 6.4.1.a, for supervision violators, prior sentence computations must be reviewed to identify over-served time.

i. In section 6.4.5.d, information on the award and deduction of Good Conduct Time was deleted. Language requiring immediate entry of disallowance and sentence recalculation was added as well as a statement directing staff how to document institution actions.

j. In section 6.4.5.e, the inmate and contractor must be notified of revised release dates.

k. In section 6.4.6.a, language was added directing staff to update the sentence computation before an inmate is released and to add remarks explaining any discrepancy between actual and statutory release dates.

l. In section 6.4.6.c, including a copy of the "satisfaction display," for all cases is now required.

m. In section 6.4.6.d, the reason for early termination of supervision cases is now to be noted in the computation remarks section.

4. **TABLE OF CHANGES**

Remove

Table of Contents pages 5-8  
Chapter 5  
Attachment 5-1  
  
Chapter 6

Insert

Table of Contents pages 5-8  
Chapter 5  
Attachment 5-1  
Attachment 5-1a  
Chapter 6

5. **ACTION.** File this Change Notice in front of PS 7300.09, the Community Corrections Manual.

/s/  
Kathleen Hawk Sawyer  
Director





U.S. Department of Justice  
Federal Bureau of Prisons

# Change Notice

DIRECTIVE AFFECTED: 730  
0.0

CHANGE NOTICE NUMBER: 01  
DATE: 7/2  
2/9  
8

1. PURPOSE AND SCOPE. To add procedures in Chapter 5 for discipline actions under the Violent Crime Control and Law Enforcement Act of 1994 (VCCLEA) and the Prison Litigation Reform Act of 1995 (PLRA) and make a minor change to Chapter 6 regarding file maintenance.

2. SUMMARY OF CHANGES.

a. A section has been added to Chapter 5, **SPECIAL DISCIPLINE PROCEDURES FOR VCCLEA INMATES IN NON-FEDERAL FACILITIES**. Special considerations apply to good conduct time applications for all Federal inmates:

- # serving more than one year,
- # housed in state and other long-term boarder contract facilities, and
- # identified as receiving a sentence under the provisions of VCCLEA and/or PLRA.

The following two attachments have been added to Chapter 5:

- # 5-3.a. Notification to Inmates Sentenced under VCCLEA and/or PLRA
- # 5-3.b. Notification to Contract Facility Director/Warden of VCCLEA and/or PLRA Mandated Reporting Requirements for

Prohibited Acts

b. In Chapter 6, under the File Maintenance and Disposal section, the requirement for the Judgement and Commitment Order to be certified is removed for condition of supervision and community confinement placements.

3. TABLE OF CHANGES

<u>Remove</u>	<u>Insert</u>
Chapter 5 Pages 21 and 22	Chapter 5 Pages 21 - 22B Attachment 5-3a Attachment 5-3b
Chapter 6 Pages 3 - 6	Chapter 6 Pages 3 - 6A

4. ACTION. File this Change Notice in front of PS 7300.09, the Community Corrections Manual.

/s/  
Kathleen Hawk Sawyer  
Director





# Change Notice

DIRECTIVE AFFECTED: 7300.09  
CHANGE NOTICE NUMBER: 7300.09  
DATE: 1/12/98

1. PURPOSE AND SCOPE. To highlight the most significant changes in the revised **Community Corrections Manual**. The previous Manual was issued in 1991 and was updated by eight Change Notices. This complete reissuance:

# removes information in the Preface to Chapter 1 and reorganizes Chapter 1,

# replaces Chapter 4 on Contracting,

# removes from Chapters 4 and 5 requirements for forms R-84 and I-12, since the FBI no longer requires those forms,

# makes changes to attachments and references to Program Statements in the Discipline section of Chapter 5 on Case Management,

# assigns responsibility for performing a full audit of the sentence computation prior to an inmate's transfer to a CCC to the institution Inmate Systems Manager in Chapter 6,

# replaces Chapter 7 on Financial Management,

# accomplishes the required conversion from WordPerfect 5.1 to WordPerfect 6.1., changes the numbering of the manual, and updates all references to Program Statements.

Other editorial improvements have been made throughout the Manual.

## 2. SUMMARY OF CHANGES IN CHAPTER 4

a. The Community Corrections Regional Administrator is given the option of waiving Pre-occupancy inspections for incumbent contractors. This option will enhance cost containment procedures by reducing CC staff travel expenses.

b. The term mandays has been changed to inmate-days.

c. Duplicate contract files maintained by the Management Center Administrator are eliminated.

d. New inspection procedures and monitoring schedules for U.S. Marshals Service (USMS) "Piggyback" jail contracts are established. Suitability inspections will be conducted with the USMS prior to inmate placements. In addition, CC staff will participate in a joint monitoring with USMS staff once every three years. A copy of all USMS monitoring reports will be maintained in the contract file. This change will result in a significant cost savings to the Bureau.

e. Requests to exercise option years are to be submitted via electronic means.

f. The address of contact for FOI inquiries about existing contracts has been changed.

g. Requests for contract action for all new or replacement contracts should be received by the contracting officer 14 months prior to beginning performance. This will give the contractor 120 days to begin performance rather than the current 60 days.

h. Accounting codes have been updated.

i. COS may now contact the CO by BOPNet GroupWise E-mail when inquiring about the status of a particular contract.

j. Pre-site inspection requests can now be requested via BOPNet GroupWise e-mail.

k. Past performance is added as an evaluation criteria in the solicitation and under the Evaluation Panel's general instructions.

l. The CCRA may postpone a full monitoring with justifiable cause; however this postponement should not exceed 30 days. Additionally the CCM may request the CCRA to waive an interim review when determined to be in the best interest of the Bureau of Prisons.

m. Documentation of contractor training initiated by the CCM need only be maintained in the local contract file thereby eliminating the need for MCA duplication.

n. New procedures concerning the reporting and investigation of integrity issues in Bureau contract facilities are incorporated.

o. References to FBI Form I-12, Wanted Flash Cancellation Notice and FBI Form R-84, Final Disposition Notice have been deleted from Attachment 4-7.

### 3. SUMMARY OF CHANGES IN CHAPTER 5

a. In the Discipline section, the CCC Prohibited Acts attachment has been deleted, and the Chapter now refers staff to three related tables in the Program Statement on **Inmate Discipline and Special Housing Units**.

b. In the Central Inmate Monitoring System section, the requirement for CCMs to monitor uncommitted separation cases in their districts has been deleted.

c. In the section on Referrals for Institution Transfer to CCCs, CCC referral log requirements have been clarified to indicate the log can reflect the "name of the referral CCC" or the CCC location code.

d. References to FBI Form I-12, Wanted Flash Cancellation Notice and FBI Form R-84, Final Disposition Notice have been deleted from the Release Forms and Report Distribution section.

e. Reference to the procedure for immigration detainees with supervision has been deleted from the section on Release Forms and Report Distribution.

4. SUMMARY OF CHANGES IN CHAPTER 7

a. Descriptions of the budget process and budget reports are streamlined.

b. The sections on budget projection and accruals contain new procedures. Some information in these areas is now located in the **Community Corrections Technical Reference Manual**.

c. Travel and purchasing procedures are updated.

d. Accounting and contract codes are updated. Most of the related technical information is now in the **Community Corrections Technical Reference Manual**.

e. All seven attachments are replaced by the **Region Annual Budget Plan** and **CCM Budget Projections** attachments.

5. ACTION. File this Change Notice in front of the **Community Corrections Manual**.

/s/  
Kathleen M. Hawk  
Director



# Program Statement

OPI: CCD  
NUMBER: 7300.09  
DATE: 1/12/98  
SUBJECT: Community Corrections  
Manual

1. PURPOSE AND SCOPE. To operate community-based corrections for offenders who are reintegrating into communities and require more supervision than traditional probation or parole, or who need an alternative to incarceration. Community corrections is also responsible for managing Federal offenders confined in non-Bureau facilities. Most Bureau community corrections programs are implemented through contracts and agreements with private service providers and with state or local governments.

2. PROGRAM OBJECTIVES. The expected results of this program are:

a. A variety of community-based correctional services and programs will be available for offenders.

b. Contracts and budgets for community-based services and programs will be effectively managed.

c. Offenders in community programs will receive appropriate supervision.

d. The public will be protected from undue risk.

e. Offenders in community programs will be provided safe living environments.

f. Eligible inmates in community programs will have opportunities for work experiences to develop positive skills, knowledge, and work habits.

g. Inmates will be able to participate in specialized community programs such as drug, alcohol, and mental health counseling and services.

h. Positive relationships, family values, and mutual support and nurturing will be promoted and reinforced among inmates, their spouses and their children.

i. Eligible inmates will have the opportunity to develop and maintain supportive and nurturing relationships with their families through participation in their religious communities.

j. Use of intermediate punishments will contribute to proactive management of the Bureau's population.

k. Effective partnerships with governmental and private agencies, as well as the general public, will be established and maintained.

3. STANDARDS REFERENCED. Applicable standards are referenced in individual directives referenced in the Manual.

4. DIRECTIVES AFFECTED

a. Directive Rescinded

PS 7300.08      Community Corrections Manual (4/1/91)

b. Directives Referenced

PS 1010.02      Staff Meetings (1/31/95)

PS 1170.05      BOP Facts (9/4/96)

PS 1210.14      Management Control and Program Review  
(10/6/94)

PS 1280.10      Justice Telecommunications System (JUST),  
National Crime Information Center (NCIC), and  
National Law Enforcement Telecommunications  
System (NLETS), Users Guide (4/19/96)

PS 1351.04      Release of Information (12/5/96)

PS 1380.05      Special Investigative Supervisors Manual  
(8/1/95)

PS 1400.04      Contact with other Agencies and Organizations  
(9/9/96)

PS 1480.03	News Media Contacts(10/7/94)
PS 1490.03	Victim and Witness Notification (12/14/94)
PS 3420.08	Standards of Employee Conduct (3/7/96)
PS 3906.16	Employee Development Manual (3/21/97)
PS 4100.03	BOP Acquisitions (9/16/96)
PS 4400.03	Property Management Manual (2/27/96)
PS 5040.04	FBI Forms, Submission to the FBI (3/3/94)
PS 5070.10	Responses to Judicial Recommendations and U.S. Attorney Reports (6/30/97)
PS 5100.06	Security Designation and Custody Classification Manual (6/7/96)
PS 5130.05	Detainers and the Interstate Agreement on Detainers (2/10/94)
PS 5140.28	Unescorted Transfers and Voluntary Surrenders (12/9/96)
PS 5160.03	Designation of State Institution for Service of Federal Sentence (9/29/94)
PS 5180.04	Central Inmate Monitoring System (8/16/96)
PS 5270.07	Inmate Discipline and Special Housing Units (12/29/87)
PS 5326.03	Marriages of Inmates (10/29/93)
PS 5330.10	Drug Abuse Programs Manual, Inmate (5/25/95)
PS 5380.03	Cost of Incarceration Fee (COIF) (6/2/95)
PS 5550.05	Escape from Extended Limits of Confinement (3/27/96)
PS 5553.05	Escapes/Deaths Notification (9/17/97)
PS 5800.07	Inmate Systems Management Manual (12/24/91)
PS 5800.11	Central File, Privacy Folder and Parole Commission Mini-Files (9/8/97)
PS 5873.05	Release Gratuities, Transportation, and Clothing (9/14/96)
PS 5880.28	Sentence Computation Manual (CCCA of 1984) (2/21/92)
PS 5880.30	Sentence Computation Manual.(Old Law, Pre- CCCA of 1984) (7/16/93)
PS 6000.05	Health Services Manual (9/15/96)
PS 6080.01	Autopsies, Authority to Order (5/27/94)
PS 7010.05	Interagency Agreement between the U.S. Bureau of Prisons (BOP) and U.S. Marshals Service (USMS) (12/6/93)
PS 7310.03	Community Corrections Center (CCC) Utilization and Transfer Procedure (3/25/96)

PS 7430.01      Drug Treatment Services, Community  
Transitional for Inmates (1/20/95)

TRM 5301.01      SENTRY Education (6/1/94)

TRM 5801.01      SENTRY Sentence Monitoring (6/1/94)

TRM 5802.01      SENTRY General Use (6/1/94)

TRM 7000.01      Community Corrections (6/3/96)

TRM 4101.02      Procurement (6/18/97)

5. ACTION. Community corrections staff shall conduct operations and programs in accordance with policies and procedures in this Manual.

/s/

Kathleen M. Hawk  
Director



**COMMUNITY CORRECTIONS MANUAL**

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## **CHAPTER 1 - MISSION AND ORGANIZATION**

### **1.1 INTRODUCTION**

Community corrections has grown in complexity and scope throughout the last decade. One aspect of this growth is evidenced by the increase in Federal offenders housed in non-Federal facilities. In addition, innovative programs such as community-based drug treatment and sanction centers have been established or expanded.

Staff members must be skilled in a number of areas to accommodate the various demands of the community corrections field. Contract development and administration, inmate management, public relations, personnel management, financial management and project management are all areas in which staff must be proficient.

### **1.2 MISSION STATEMENT**

The mission of community corrections is to provide programs and facilities for Federal offenders serving their sentences in non-Bureau facilities, and to play an instrumental role in designating Bureau and non-Bureau facilities for placement of offenders. Community corrections staff:

- ! Develop and manage contract residential resources that provide:
  - (1) pre-release assistance for inmates who are nearing their release date,
  - (2) an option to institutional confinement for certain short-term offenders and,
  - (3) a structured environment for certain probationers, parolees, and supervised releasees who need more assistance and supervision than can be provided by community supervision.
- ! Develop and manage contract resources that provide secure confinement for:
  - (1) all sentenced Federal juvenile offenders,
  - (2) long-term Federal inmates confined in non-Federal institutions, and
  - (3) detention of Federal offenders serving short sentences.
- ! Develop and maintain working relationships with U.S. District Courts, the U.S. Marshals Service (USMS), the U.S. Parole Commission, U.S. Attorneys, and state and local

government agencies for processing offenders into, and out of, the Bureau.

- ! Provide technical assistance to state and local criminal justice agencies and serve as general liaison between the Bureau and the public.

### 1.3 ORGANIZATION

The Community Corrections Branch (CCB) is under the authority of the Assistant Director, Community Corrections and Detention Division (CCDD).

COMMUNITY CORRECTIONS ORGANIZATIONAL CHART



#### 1.4 STAFF POSITIONS

Community Corrections Administrator. The Administrator develops and coordinates policy and provides general oversight for all Community corrections activities.

Community Corrections Regional Administrator (CCRA). Under the direction of the Regional Directors, CCRAs are responsible for all community corrections functions, services and operations within their respective regions.

Management Center Administrator (MCA). Under the direction of the CCRA, the MCA is responsible for a Correctional Management Center (CMC), which generally comprises two to three community corrections field offices.

Community Corrections Manager (CCM). CCMs operate under the direction of the MCAs and are responsible for all functions, programs and services related to community corrections in their assigned judicial districts. CCMs are also responsible for providing supervision and guidance to staff assigned to the community corrections field offices.

Community Corrections Contract Oversight Specialist (COS). Contract Oversight Specialists oversee contract facilities through routine contact, correspondence review, announced and unannounced on-site monitorings and technical assistance visits.

Community Corrections Trainee (Community Corrections Specialist Trainee). The Trainee position is a developmental one, designed to prepare the incumbent for reassignment to a Community Corrections Manager or Contract Oversight Specialist position. Ordinarily, Trainee positions are found in CCM offices that are co-located with an MCA office.

Community Corrections Regional Safety Specialist (CCRSS). The CCRSSs are a technical experts on all matters related to Life-Safety Code requirements and other safety issues. The CCRSSs provide training and guidance in this area to community corrections and contract staff within their respective regions.

Community Corrections Regional Inmate Systems Management Specialist (CCRISM). The CCRISM provides technical assistance on matters related to Inmate Systems applications as well as trains and guides community corrections and contract staff within their respective region.

**Case Manager.** The individual assigned to this position ordinarily has responsibility for all community corrections office case management functions including but not limited to designations, disciplinary reports, referrals and requests involving participation in community programs and special activities.

**Legal Instruments Examiner (LIE).** This position is responsible for numerous inmate management functions including computing inmate sentences, updating SENTRY, and providing expertise regarding the structure and legality of offender sentences.

**Community Corrections Specialist.** This position may be created to accommodate an individual office's unique staffing needs.

**Community Corrections Administrative Assistant.** The individual assigned to this position organizes and maintains daily office operations by providing clerical and administrative support to either the Region, MCA, or CCM office staff. This position requires knowledge of fiscal management procedures, contract specifications, contractor bill certification, supply maintenance and travel voucher preparation.

**Transitional Services Manager (TSM).** The TSM establishes and administers community-based substance abuse treatment services for inmates residing in the community.

**Transitional Services Specialist (TSS).** The TSS, under the direction of the TSM or the CCRA, monitors the progress of offenders participating in drug treatment during the period of community programming. The TSS may also process referrals, assist with budget oversight, monitor treatment providers, and serve as liaison to the Bureau's institutional drug treatment programs.

#### 1.5 **PROFESSIONALISM (Code of Ethics)**

Community corrections staff are highly specialized professionals. All employees must maintain the highest standards of conduct and act in accordance with written requirements and guidelines as detailed in the Program Statement on **Standards of Employee Conduct**. Furthermore, staff conduct should build public confidence in the Bureau's ability to carry out its mission.

Accordingly, staff shall avoid not only misconduct, but also the appearance of misconduct. Community corrections staff must be particularly sensitive in their relationships with contract service providers. A cooperative, professional relationship between community corrections staff and contractors is expected, but staff must also ensure those relationships do not develop to

the point that even the appearance of improper conduct or conflict of interest can be asserted.

## **CHAPTER 2 - PUBLIC RELATIONS**

### **2.1 FEDERAL FAMILY**

A major duty of CCMs is to establish and maintain rapport with Federal agencies including the Courts, the U.S. Probation Service, the U.S. Marshals Service (USMS), the Federal Bureau of Investigation (FBI), U.S. Attorneys Offices, Federal institutions, and others. CCMs must periodically visit these agencies to provide general information on Bureau programs and services and keep them abreast of Bureau activities. See the Program Statement on **Contacts with other Agencies and Organizations**.

#### **2.1.1. Federal Courts**

It is a **major responsibility** of CCMs to regularly advise Federal courts of services and programs available to inmates and of relevant changes in Bureau policies and procedures. There are a variety of ways to accomplish this high-priority task. CCMs are expected to schedule visits with members of the judiciary. The CCM can coordinate with Chief U.S. Probation Officers (USPOs) to attend district judges's meetings and arrange periodic informal visits with judges and magistrates. CCMs serve as a link between judges and Federal Wardens by inviting and escorting judges to Community Corrections Centers (CCCs) and Federal institutions, and encouraging judicial participation in Bureau conferences and activities.

#### **2.1.2. U.S. Probation Office**

It is essential that CCMs and COSs develop close working relationships with USPOs in their assigned areas. Joint endeavors with probation offices include visits to, and monitoring of contract programs, joint participation in training at institutions and contractor training sessions, pre-release meetings, CCC staff meetings, Bureau and probation training conferences, etc.

CCMs should encourage USPOs to make use of CCC programs for probationers, parolees and mandatory releasees who are having difficulty functioning under supervision.

Also, CCMs are to encourage USPO support in utilizing CCCs as a sentencing option for Federal court commitments.

Good working relationships with probation officers are also important in the areas of designations, the Transitional Services program, CCC/Comprehensive Sanction Center program improvement and accountability, CCC options for potential supervision cases, and for sharing information concerning the community adjustment of CCC residents.

#### 2.1.3. Bureau Institutions

Close relationships must be maintained among community corrections staff, Wardens and their staff. The community corrections office often serves as a basic link among Federal Courts, U.S. Probation Offices, and Bureau institutions.

CCMs serve as a knowledgeable resource to Bureau institutions concerning community corrections resources available to offenders. CCMs should schedule regular visits to Bureau institutions in their geographical areas of responsibility. Not only should CCMs attend inmate pre-release meetings, but also they should also schedule meetings with appropriate staff to keep them advised of contract resources, particular program initiatives, referral procedures, etc. CCMs shall consult with Wardens in their districts about the possibility of providing training in community corrections during regularly scheduled institution training classes.

#### 2.1.4. U.S. Marshals Service

The CCM staff must have close working relationships with the USMS. The Bureau uses jails jointly with the USMS and depends on the USMS to secure and monitor jail contracts. The Bureau also depends on the USMS to assume custody of CCC failures and others under Bureau control. USMS cooperation in the designation process is essential for efficient operations. The CCM (or designee) and USMS must have informal meetings on an ongoing basis. See the Program Statement on **Interagency Agreement Between the U.S. Bureau of Prisons (BOP) and the U.S. Marshals Service (USMS)**.

#### 2.1.5. U.S. Congress

CCMs may occasionally be called upon to arrange tours for members of Congress or their staff. After the tour, the Chief of Congressional Affairs in the Central Office should be notified by telephone. The Congressional Affairs Chief needs information on



the nature of any issues or questions arising during the tour and the purpose of the tour, so an appropriate thank you letter may be sent. CCMs should keep their MCAs informed of congressional inquiries of any type.

#### 2.1.6. Other Criminal Justice Agencies

CCMs must establish working relationships with other Federal criminal justice agencies, including the U.S. Attorney's Office, FBI, etc.

### 2.2. STATE, LOCAL & PRIVATE AGENCIES

The community corrections staff must be sensitive to the needs and concerns of the local community. They must be aware of, and communicate with, state and local corrections agencies, law enforcement, and social services agencies. Moreover, they should participate in community advisory boards and local civic groups and be sensitive to the perspective of locally elected officials. See the Program Statement on **Contact with other Agencies and Organizations**.

#### 2.2.1. Corrections Agencies

Community corrections staff may provide technical assistance to correctional agencies and programs upon request. These agencies may be potential contracting resources for housing inmates.

#### 2.2.2. Law Enforcement/Criminal Justice

CCMs represent the Bureau by attending meetings of local law enforcement criminal justice agencies and community boards and by participating in professional organizations and conferences. Membership in local law enforcement coordinating committees and other organizations of a criminal justice nature should be considered an essential part of the CCM's formal relationship with the local criminal justice community.

#### 2.2.3. Consulates

Community corrections staff, especially those located near international borders, may have the need to consult with representatives of other countries regarding their citizens who are Federal inmates.

## 2.3. RELEASE OF INFORMATION

### 2.3.1. Freedom of Information/Privacy Act

CCMs must be familiar with the Privacy Act and the Freedom of Information Act because, as the Bureau's representatives, it is essential that they be aware of the kinds of information they may release. CCMs shall also ensure that all staff in the community corrections office are familiar with the requirement of the Freedom of Information/Privacy Act. See the Program Statement on the **Release of Information**.

The Public Information Inmate Data SENTRY transaction displays information that may be released to the public. Generally (except in CIMS and juvenile cases), CCMs may release the following information to anyone, on residents of CCCs and confinement facilities:

- a. Name
- b. Register Number
- c. Place of Incarceration
- d. Age
- e. Race
- f. Conviction and sentencing data: this information includes the offense of conviction, court of conviction, date of sentencing, length of sentence, amount of good time earned, parole eligibility date, parole release (presumptive or effective) date, and the date of expiration of sentence.
- g. **Past** movement via transfers or writs: CCMs **may not** disclose which institution has been designated for an inmate prior to the inmate's actual arrival.
- h. Information concerning a Youth Corrections Act (YCA) incarceration may be released only after the CCM confirms that the YCA conviction has not been "set aside" or expunged.

### 2.3.2. Public Information

CCMs may respond to inquiries using the releasable information described above or by giving general information regarding Bureau policy or institutions. Specific questions about particular Bureau institutions or inmates confined in them should be referred to the Public Information Officer (PIO) at that institution. If uncertainties exist, or for specific questions of an unusual or sensitive nature, the CCM should refer the inquiry to the MCA. The MCA may respond or refer the inquiry to

the Regional Office PIO. Although CCMs and MCAs are not PIOs, it is recommended they become familiar with public information issues and policy.

### 2.3.3. Contacts with the News Media

#### a. Requests for Information

CCMs may only release public information as described above to the news media. If an inquiry requiring a response outside the realm of public information is made by the media concerning a specific incident with an inmate or contract facility, the CCM should consult with the Regional PIO. When public information is released to the news media, it must be documented in writing to the MCA with copies to the CCRA, Regional Director's office, and the Central Office PIO. CCMs and MCAs should be familiar with the provisions of the Program Statement on **News Media Contacts**.

#### b. Requests for Personal Interviews

A media request to interview an inmate at a contract facility must be approved by the facility Director. The inmate must agree to the interview and sign a consent form (BP-S233) in advance. This form is retained at the facility and a copy is provided to the CCM. The interviewer must abide by the rules of the contract facility. The CCM must consult with the MCA regarding any interview request. The Program Statement on **News Media Contacts** shall be used as a guide with particular attention paid to the following:

- ! Inmates must not receive compensation for any interview.
- ! If the inmate is a juvenile, the written consent of the parent or guardian is to be obtained.
- ! Judicial orders forbidding such interviews due to pending court action must be honored.
- ! The CCM and facility Director shall consider any probability for the interview to endanger the health or safety of the interviewer or cause serious unrest or disturb the good order of the facility.

### 2.4. RECRUITMENT/EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Pamphlets and brochures on employment with the Bureau are available from the Regional and National Recruitment offices. CCMs should have a ready supply on hand. When individuals are interested, the CCM should forward their names, addresses, and phone numbers to the Regional EEO Administrator and Recruiter.

CCMs should contact other criminal justice agencies (such as the USPOs) to share qualified applicant lists. Resources for minority recruitment include, but are not limited to, such agencies as the Urban League, NAACP, and placement offices at colleges and universities.

A skill of primary importance to CCMs is the ability to establish and sustain a high level of rapport with the community. In addition to attending meetings and performing other public relations duties, CCMs should develop effective public speaking skills.

#### 2.5. INFORMATION ABOUT BUREAU INSTITUTIONS

Periodically, the CCMs shall provide USMS and USPOs in their service areas with copies of "BOP Facts" from SENTRY for institutions where offenders from the service area are ordinarily placed. See the Program Statement on **BOP Facts**. As changes occur, institutions are required to update information including directions for self-surrender. CCMs must ensure that USPOs and the USMS are informed of any significant changes.

#### 2.6. MCA OVERSIGHT OF LIAISON AND PUBLIC RELATIONS FUNCTIONS

During office visits, the MCA shall routinely evaluate this area to ensure that CCMs are maintaining on-going contacts, establishing good working relationships and disseminating accurate information on significant changes within the Bureau to appropriate agencies. This may be done through telephone or in-person contacts with various members of these agencies as well as by questions directed to the CCM.

## **CHAPTER 3 - PERSONNEL AND OFFICE MANAGEMENT**

### **3.1. STRATEGIC MANAGEMENT CYCLE**

Managers at all levels in the Bureau are expected to manage their programs using the "strategic management cycle." This is defined as a holistic approach incorporated into the Bureau's system of management. Key components of this cycle available to TSMS, CCMS, MCAs and CCRAs are as follows:

- P Strategic Plans/Goals
- P Management Assessment
- P Management Indicators
- P Program Reviews
- P Operational Reviews

These components are interdependent and, together, will assist the manager to gather, monitor, analyze, and synthesize information aimed at assessing their program and adjusting operations to achieve the desired and required results.

#### **3.1.1. Strategic Plans/Goals**

Staff at all levels are encouraged to have input into the national strategic planning process. The Strategic Planner's Desk Guidebook is available on BOPDOCs to facilitate this input.

#### **3.1.2. Management Assessments**

Management Assessments are conducted every three years to provide managers an opportunity to identify and review management indicators, vital functions, and strategic issues. The end product is the issuance of Program Review Guidelines for community corrections. Separate guidelines are issued for TSMS, CCMS, MCAs, CCRAs and Central Office. These may be updated quarterly.

#### **3.1.3. Management Indicators**

Management indicators assist program managers to monitor their program's vital functions. They can be helpful in preparing for program and operational reviews and can be incorporated into strategic planning as a means of tracking goal progress and attainment.

#### 3.1.4. Program Reviews

Program reviews are conducted to determine:

- P compliance with regulations,
- P the adequacy of internal controls, and
- P the effectiveness of operations.

They also indicate patterns, trends, interrelationships, cause and effect of problems, and innovative methods to improve operations. The Community Corrections Section of the Program Review Division has assumed responsibility for all official program reviews of community corrections offices.

#### 3.1.5. Operational Reviews

An operational review is a self-evaluation program staff conduct under the CEO's authority. It allows for a close evaluation of program strengths and weaknesses, as well as for any necessary corrective action.

The Regional Director ensures the review of the CCRA office occurs. CCRAs ensure operational reviews of MCA and CCM offices are conducted. The CCRA shall appoint a Reviewer-in-Charge (RIC) for each operational review. Typically, the RIC is the MCA for the CCM office and the CCRA for the MCA office, although it is not uncommon for the MCA or CCM to review their own office operations. Staff from the region or from Central Office may assist. Program Review Guidelines shall be used when conducting operational reviews.

As the review authority, the Regional Director shall receive all operational review reports through the CCRA. One copy of each report shall be forwarded to the Senior Deputy Assistant Director of the Program Review Division. These reports are filed in the Community Corrections Section of the Program Review Division and shall be reviewed periodically by community corrections branch staff.

Reference should be made to the Program Statement on **Management Control and Program Review** and its accompanying **Technical Reference Manual** for specific operational review procedures and time frames as well as for more detailed information on other components of the "strategic management cycle."

### 3.2. STAFF TRAINING

CCRAs, MCAs, CCMs and TSMs are responsible for establishing training and educational programs which upgrade the expertise of and prepare staff for progressively more responsible positions. All new CC staff without prior community corrections experience are required to complete the Community Corrections Cross Development Course within four months of entry on duty. Each new community corrections staff member must also complete 16 hours of community corrections orientation within their first two weeks on the job. Within one year of their selection to the position, CCMs, CCM Trainees, and Case Managers are required to pass the Case Management Cross Development course if they have not already done so. These training standards and others can be found in the **Employee Development Manual**.

#### 3.2.1. Mid-level and Support Staff

As with all staff, training shall be specific to the duties and responsibilities of the staff persons position while also providing a thorough understanding of the Bureau and its relationship with various government and community agencies.

The TSM, if a supervisor, shall ensure the training received is appropriately documented in the employee's training record.

#### 3.2.2. Training for New CCMs and CC Specialist Trainees (CCST)

a. MCAs are responsible for implementing intensive one year training programs for new CCMs and CCSTs. The MCA shall maintain training records on new CCMs and CCSTs and ensure that the training received is being documented in the respective training records.

The new CCM and CCST training program shall include a comprehensive orientation to Community corrections and any other relevant training the individual needs. The Training Objectives for Community Corrections Specialist Trainees and the Training Checklist for Community Corrections Specialist Trainees (**Attachments 3-1 and 3-2**) may be used for new CCMs and COSs if appropriate.

b. MCAs shall evaluate CCSTs and new CCMs monthly for one year or until all training objectives have been met. The MCA who administers the training program to the CCST shall prepare narrative quarterly reports addressing the training objectives in **Attachment 3-1**. The report, along with the Training Checklist for Community Corrections Specialist Trainees, shall be placed in

the employee's file. At the end of each fiscal quarter, the MCA shall send a copy of the report and the Checklist to the CCRA and the Community Corrections Branch, Assistant Administrator of Operations.

At the conclusion of the training period, MCAs shall evaluate the CCST's performance and forward the evaluation with recommendations, to the CCRA. The CCRA shall determine if training objectives have been met and whether any further personnel action (promotion, further training, reassignment) should be considered. The CCRA shall forward a copy of this final report to the Assistant Administrator of Operations.

### 3.2.3. Training for Student Interns

In offices where a paid student intern is assigned, the CCM (unless otherwise delegated by the CCRA) shall develop a comprehensive training plan which involves the intern in critical office functions. The CCM shall evaluate the intern monthly and submit quarterly reports with recommendations to the MCA for review with a copy to the CCRA and Community Corrections Branch Assistant Administrator of Operations. A full-time staff member shall review work performed by paid or unpaid student interns.

### 3.2.4. Annual Training and Development Plans

CCRAs, MCAs, CCMs, and TSMs, if acting in a supervisory capacity, shall compile a Training and Development Plan (TDP) for use throughout the fiscal year including mandatory training, department goals and/or new technology, as well as the equipment necessary, to carry out the plan throughout the fiscal year. Training opportunities outside the Bureau should be considered and can be added as the TDP is updated throughout the year.

The TDP reflects the results of individual needs assessments culminating from each supervisor's annual review of each employee's training needs. The Regional Employee Development Administrator is available for assistance in developing needs assessments and local or departmental TDPs. Further information regarding needs assessments and TDPs is found in the **Employee Development Manual**.



### 3.2.5. Updating Employee Training Records

Supervisors shall send a Request, Authorization, Agreement and Certification of Training form (SF-182) to the Regional Training Coordinator to ensure the employee's individual training record is updated. Completed training shall be reviewed at the time of annual performance evaluations.

### 3.3. STAFF CERTIFICATION

Community corrections staff perform a number of technical tasks in inmate monitoring. Failure to follow proper procedures could result in infringement of inmate rights. In order to ensure staff are knowledgeable in these matters, the CCM, Case Manager, Legal Instruments Examiner, and other locally identified staff shall be certified in Central Inmate Monitoring. Recertification must occur every three years.

All staff who use JUST terminals and/or teletype machines must be certified. Recertification is required every two years and must be maintained.

The CCM, COS and CCM Trainee shall receive Contracting Officer Technical Representative (COTR) certification.

### 3.4. PERFORMANCE EVALUATION

Supervisors are required to complete quarterly performance logs, six-month progress reviews, and annual performance evaluations on each employee under their supervision. The Regional Personnel Office shall provide scheduling and forms. See the **Human Resource Management Manual**.

### 3.5. SUPERVISION

- ! CCMS are responsible for supervising all staff in their community corrections office. MCAs supervise their Administrative Assistants and CCMS, while the CCRA supervises MCAs, TSMs, and regional staff assigned to their office. Either the TSM or CCRA supervises staff assigned to work with the Transitional Services Program. This determination is made at the regional level.

- ! During the absence of the CCRA, MCA or CCM, an acting person should be designated, in writing, with distribution of the notice to appropriate staff to ensure the chain of command is maintained and the duties and responsibilities of these positions continue to be accomplished in an orderly manner. The responsibilities inherent in an acting position also serve to facilitate employee development.

### 3.6. TECHNICAL ASSISTANCE

MCAs shall provide technical assistance to community corrections offices between operational reviews, as needed, to ensure previously noted deficiencies have been corrected, or satisfactory alternatives have been developed. In addition, administrators shall assess CCM progress in implementing any new program initiative since the last review and thoroughly review any area of special concern.

During some technical assistance visits, the MCA shall monitor contract bill verifications for four randomly selected contracts to ensure procedures comply with requirements and to verify that offender inmate-days are correct. The method of subsistence collection and waivers granted shall also be reviewed on these contracts. A summary of the findings from this or any type of monitoring done shall be included in the technical assistance visit report which shall be forwarded to the CCM with a copy to the CCRA.

CCRA visits to their areas of responsibility shall include, but are not limited to, Management Center and Transitional Services Program offices. Areas reviewed during these visits shall be documented and a copy of this report shall be forwarded to the respective office for response.

CCMs and Central Office staff may also be called upon to provide technical assistance to other Community corrections offices.

### 3.7. THE JUSTICE TELECOMMUNICATION SYSTEM (JUST)

#### 3.7.1. Operation

a. The U.S. Department of Justice Telecommunications System Manual and the Program Statement on **Justice Telecommunication System (JUST), National Crime Information Center (NCIC), and National Law Enforcement Telecommunications System (NLETS), Users Guide** provide instructions for operation and maintenance of appropriate logs.

b. While JUST messages are required in many cases, their use should be considered under the following circumstances:

- ! JUST messages are to be used **only** when mail, telephone, BOPNet, SENTRY, or fax alone will not suffice.
- ! The number of the recipients of each JUST message shall be kept to the essential minimum.
- ! "Out of service" and "in service" messages to all stations shall not be used.
- ! "All Stations" messages are to be routed through the MCA and approved by the CCRA.
- c. Machine operation problems are referred to the Office of Information Systems, Field Services Section at (202) 307-1406.
- d. Mnemonic Codes
  - ! Bureau listings are provided in the Program Statement cited above.
  - ! Department of Justice agencies (U.S. Marshals Service, U.S. Attorneys, etc.) are cited in the Department Manual.
  - ! Mnemonic codes which identify where an inmate is housed shall be deleted from administrative messages that are maintained on file or are otherwise potentially available to others for review.
- e. All Community corrections offices shall maintain a NCIC/NLETS log for the recording of QH and QR inquiries. This log is found in the Program Statement cited above.

### 3.7.2. Security

Equipment shall be located in a secure area. The CCM shall ensure all administrative message users are trained and certified.

### 3.8. EQUIPMENT/PROPERTY

CCMs, MCAs, and CCRAs are Accountable Property Officers responsible for maintaining current inventories of all equipment/property assigned to their area. The BOP-ID Number shall be permanently marked on each item of capitalized property. See the **Property Management Manual** for further information.

### 3.9. INMATE LOCATOR SERVICE

Selected staff may handle routine inquiries about individual inmates by accessing SENTRY and then referring the caller accordingly. Inquiries about Witness Security Inmates shall be referred to the Inmate Locator Service. The CCM and MCA shall ensure that all staff are trained in the handling of inquiries about inmates and are familiar with the screening site procedures found in the Central Inmate Monitoring System.

The Locator Service operates Monday through Friday, 9:00 AM to 5:00 PM Eastern Standard Time. The FTS number is 367-3126 and the commercial number is (202) 307-3126. Telephone requests should be limited to five individuals or less. Callers should have identifying data, such as a register number or a birth date. Requests for information on more than five persons should be made by mail. Address these inquiries to the:

Inmate Locator Service  
320 First Street NW  
Washington DC 20534

### 3.10. OFFICE FILES/RECORDS

Instructions for maintaining specific records and files pertaining to such areas as designations, Community Corrections Center referrals, contract administration, etc., are contained elsewhere in relevant sections of this Manual. In addition, CCMs and TSMs are responsible for establishing and maintaining complete files on all other matters related to the office operation, i.e., property inventory, performance logs, correspondence, etc. These files shall be organized by subject and maintained for at least two years or until the next scheduled Program Review has been completed.

Bureau policies and related forms are available to staff through BOPDOCS. CCMS shall maintain other directives, manuals and reference materials such as regional instructions, legal reference books, copies of manuals, and instructions from other agencies necessary for the performance of their duties. All staff should be trained in the use of BOPDOCS.

3.11. **MEETINGS**

Supervisors are required to hold regularly scheduled meetings with subordinates, at least monthly, when the department consists of two or more subordinate staff. See the Program Statement on **Staff Meetings**.

**TRAINING OBJECTIVES FOR COMMUNITY CORRECTIONS SPECIALIST TRAINEES**

The following training program shall be implemented for training Community Corrections Specialist Trainees (CCST) newly assigned to CC offices. It is recommended for the training of new Community Corrections Managers (CCMs) and Contract Oversight Specialists (COSs) as well.

Although the Community Corrections Regional Administrator (CCRA) and Management Center Administrator (MCA) are ultimately responsible for ensuring this training program is appropriately administered, the program participant's immediate supervisor is the trainer. Trainers are responsible for ensuring proper training and guidance are afforded the new CCM, COS, or CCST as well as for determining their proficiency in each training area.

The CCRA shall determine, with the appropriate input of the supervising MCA and CCM, when a CCST is eligible for promotion to a more responsible position. Generally, the training program should be completed within 12 months; however, where appropriate, supervisory staff may accelerate or extend the training program after consultation with the CCRA and MCA. The emphasis should be on completing the entire program in the allotted time rather than on completing tasks in the order listed.

**During the initial three months**, the new CCM/COS/CCST shall become familiar and/or proficient in the following areas:

1. As soon as practical, the new CCM/COS/CCST shall be introduced to the principle individuals with whom he/she will be involved, including, but not limited to, the following:
  - a. Members of the Federal Court (ie., judges and probation staff).
  - b. Members of the U.S. Marshals Service, U.S. Attorneys Office, and other members of the Federal family within the service area of the assigned office, as deemed appropriate.
  - c. All heads of agencies with whom the office works on a contractual basis. This includes CCC Directors, Wardens and Superintendents of State institutions, Sheriffs, Chiefs of Police, and other members of local law enforcement agencies as necessary.

- d. Introduction to all Bureau staff with whom the assigned office is directly involved. This includes all executive staff within all institutions in the office service areas. A visit to the Regional Office should be arranged, if possible, in order to meet the Regional Director and any other staff with whom the new CCM/COS/CCST will be working.
  - e. Meeting with the Transitional Services Program staff and becoming familiar with their duties.
2. The new CCM/COS/CCST shall immediately begin training in SENTRY and office management systems, and demonstrate proficiency in the following areas after the initial three month period:
- ! The ability to maintain the Inmate Information System within SENTRY.
  - ! The ability to program inmate information into the SENTRY data base, and perform the necessary functions within the designation process, up to and including transmitting data to the Regional Designator for a final designation decision.
  - ! The ability to release an inmate from SENTRY, following release from a contract facility.
  - ! Proficiency in the use of basic SENTRY ISM and case management functions.
  - ! Proficiency in the proper and efficient verification of billings from contractors.
  - ! Familiarity with office operations including filing techniques, ordering of supplies, methods of preparing purchase requests, paying operation costs within the office, and maintenance of office equipment.
  - ! The ability to create and maintain inmate files and dispose of them upon final release of the inmate.
  - ! The methods of maintaining and disposing of contract files.
  - ! An understanding of the Transitional Services Program (TSP), including familiarity with the TSP referral process, contract oversight, and case management functions.

During the second three-month period, the new CCM/COS/CCST shall be given a gradual increase in his/her level of responsibility. At the end of this period, the new CCM/COS/CCST shall demonstrate familiarity within the following areas:

- ! Proficiency in the Security Designations Systems. Under the direction of the CCM, the new CCM/COS/CCST shall begin to submit designation requests to the Regional Designator.
- ! Proficiency and understanding of the contracting process. This shall include training in the Contract Location Profile System, Requests for Contract Action, and basic understanding of the various types of contracts utilized in the service area, including those for the Transitional Services Program.
- ! Understand the role of the Contracting Officer and the role of the CC Branch Contract Specialist.
- ! The Central Inmate Monitoring System (CIMS) and the National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS) shall be understood to the point that during this period, if required, testing shall be scheduled for certification. Following certification, the new CCM/COS/CCST shall be allowed to submit CIMS data.
- ! The disciplinary process in contract facilities shall be presented and understood.
- ! The new CCM/COS/CCST shall become proficient in the application of Federal Travel Regulations and the submission of Travel Vouchers.
- ! Understand the proper procedures in the preparation of Time and Attendance Records.
- ! Develop familiarization with the Employee Performance Evaluation system.
- ! Begin to understand the yearly budget cycle and related responsibilities. At the discretion of the trainer, the trainee may begin Cost Center Manager training.

During the third three-month period, the new CCM/COS/CCST shall begin to fully assume the responsibilities of the assigned position. The new CCM/COS/CCST shall:

- ! Become fully involved in the contracting process, beginning with the original submission of the Request for Contract Action through final award of the contract. The process for



obtaining COTR and Procurement Integrity Certifications shall begin.

- ! At a minimum, complete the monitoring of at least two CCCs and, if applicable, a state penitentiary and a local county jail. The experienced CCM or MCA shall accompany the trainee on these monitorings.
- ! Be given signatory authority on all types of correspondence, with review by the experienced CCM or MCA before final mailing.
- ! Learn how to evaluate contract resources available in the service area and be able to determine if additional or fewer resources are needed.
- ! Be fully trained in case management procedures, as they pertain to Community corrections operations.
- ! Accompany the experienced CCM to institution pre-release meetings.
- ! Become actively involved in a contractor training session.
- ! Conduct solo visits to appropriate agencies at the experienced CCM's or MCA's direction in order to promote appropriate public relations.
- ! Receive training in financial management and budget projection.

The fourth and final three-month period, the training shall encompass and evaluate all of the training during the prior nine months.

During all phases of training, the supervisor shall maintain constant contact with the CCRA through the MCA regarding the progress of the new CCM/COS/CCST.

At the completion of each three-month period, the trainer shall submit a narrative evaluation of the CCST's progress with the Training Checklist. The MCA shall review and initial these evaluations and forward copies to the CCRA and Community Corrections Assistant Administrator of Operations. These reports shall be reviewed and signed by the CCST. Copies of all pertinent documents related to an individual's participation in this training program shall be kept on file by the supervisor for a minimum of two years after program completion.

All aspects of the training plan must be completed before a CCST may be considered for a more responsible position. Time frames are presented as a guide, and deviance from them is permitted

with justification.

**TRAINING CHECKLIST FOR COMMUNITY CORRECTIONS SPECIALIST TRAINEES**

This checklist is a guide to the training process. It should be initialed only when it is felt the new CCM/COS/CCST is proficient in that specific area.

\_\_\_\_\_  
Name of Specialist Trainee

\_\_\_\_\_  
Name of Trainer

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date Training Began

**TRAINING TOPIC**

**TRAINER   TRAINEE   DATE**

**DESIGNATION PROCEDURES**

Routine procedures...Steps to be taken before keying information into SENTRY.

\_\_\_\_\_

Non-routine procedures...Designations to short-term jails and CCCs.

\_\_\_\_\_

Paperwork flow...Do not keep designation packet...Do not mail certified.

\_\_\_\_\_

Designation Log...Importance of log...What needs to be included ..What is not necessary.

\_\_\_\_\_

Time limitations...From USM designation requests to submission to designator.

\_\_\_\_\_

**CCC REFERRALS**

Source...Where referrals come from.

\_\_\_\_\_

Referral form...Community-based Program Agreement form.

\_\_\_\_\_

Log...Importance of referral log... What should be included.

\_\_\_\_\_

<u>TRAINING TOPIC</u>	<u>TRAINER</u>	<u>TRAINEE</u>	<u>DATE</u>
Procedures...Step-by-step explanation...Receiving referral...Acceptance date...Notifying institution... Transfer documentation.	_____	_____	_____
Special programs...Eligibility... Purpose...Drug Transitional Services, CSCs, ICCs, MINT, Home Confinement.	_____	_____	_____
Special cases...3621(e) and 4046(c).	_____	_____	_____
<u>CONTRACTING PROCEDURES</u>			
Determination of need...CCC...Short-term jail...Short and long-term juvenile boarding...Long-term adult boarding... Special programs.	_____	_____	_____
Identification of source... Existing contracts.	_____	_____	_____
Contracting steps...Pre-solicitation process...Time frames...Contract solicitation/phase award.	_____	_____	_____
<u>CONTRACT MONITORING</u>			
Time frames...Major/Moderate/Minor use.. Instrument to use...Cover letter.	_____	_____	_____
Contract profile report...Preparation ...How to utilize...Forms...Routing.	_____	_____	_____
CCC monitoring <u>vs.</u> Jail inspections <u>vs.</u> Juvenile Short and long-term boarding <u>vs.</u> Long-term adult boarding.	_____	_____	_____

NCIC/NLETS Requirements...Use...  
Reporting...Fingerprinting...  
Integrity issues.

\_\_\_\_\_

**SENTENCE COMPUTATION**

ISM modules...Routine commitments...  
Special cases (juvenile).

\_\_\_\_\_

Supervision cases...Keying accurate  
data...Monitoring through SENTRY.

\_\_\_\_\_

Satisfaction of computation on  
SENTRY.

\_\_\_\_\_

**TRAINING TOPIC**

**TRAINER**

**TRAINEE**

**DATE**

Certification of computation after  
release of inmate.

\_\_\_\_\_

**OFFICE MANAGEMENT**

**Office Budget**

Accruals...Expenditures...  
Projections...Managing the "R" budget..  
Travel...Office supplies.

\_\_\_\_\_

**JUST System**

Operation...Security.

\_\_\_\_\_

**Reports**

Accruals...Actuals...Quarterly  
...Inmate-days...Escapes...Incident  
...Integrity...Strategic Planning  
...Operational Reviews.

\_\_\_\_\_

**CONTRACT FILES**

Familiarization...What should and  
should not be in the contract file.

\_\_\_\_\_

**SENTRY FUNCTIONS**

Load data function...Release functions.	_____	_____	_____
Regularly used transactions.	_____	_____	_____
Use of SENTRY to aid in bill verification.	_____	_____	_____
EMS System.	_____	_____	_____

**PUBLIC RELATIONS**

**Federal Family**

U.S. Courts/Pre-trial Services	_____	_____	_____
U.S. Probation	_____	_____	_____
U.S. Attorney	_____	_____	_____
Immigration & Naturalization Service	_____	_____	_____

<b><u>TRAINING TOPIC</u></b>	<b><u>TRAINER</u></b>	<b><u>TRAINEE</u></b>	<b><u>DATE</u></b>
------------------------------	-----------------------	-----------------------	--------------------

U.S. Marshals	_____	_____	_____
Bureau Institutions	_____	_____	_____

**State and Local Agencies**

Corrections	_____	_____	_____
Law Enforcement/Criminal Justice	_____	_____	_____
Contractors	_____	_____	_____

**Contacts with the News Media**

FOIA/Privacy Act	_____	_____	_____
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Date Training Objectives Accomplished: 1st Quarter \_\_\_\_\_,  
2nd Quarter \_\_\_\_\_, 3rd Quarter \_\_\_\_\_, 4th Quarter \_\_\_\_\_.

Anticipated Completion Date for All Training Objectives: \_\_\_\_\_.

Date CC Cross Development Series Completed: \_\_\_\_\_.

Date CIM Certification Completed: \_\_\_\_\_.

Date Cost Center Manager Training Completed (optional): \_\_\_\_\_.

Date Basic Sentence Computation-Computer Assisted Module  
Completed: \_\_\_\_\_.

Date Case Management Cross Development Course Completed: \_\_\_\_\_.

Date COTR Certification Received: \_\_\_\_\_.

Trainer's Narrative Report Attached (check):

1st Quarter \_\_\_\_, 2nd Quarter \_\_\_\_, 3rd Quarter \_\_\_\_, 4th Quarter \_\_  
Initials of MCA Indicating Report Reviewed: 1st Quarter \_\_\_\_, 2nd  
Quarter \_\_\_\_, 3rd Quarter \_\_\_\_, 4th Quarter \_\_\_\_.

Dates Report and Checklist mailed to CCRA and Central Office  
Community Corrections Branch: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

MCA's Final Evaluation and Recommendation for Personnel Action:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CCRA's Decision Regarding Personnel Action:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**COMMUNITY CORRECTIONS SPECIALIST TRAINEE PROFILE**

\_\_\_\_\_  
Name of Trainee

\_\_\_\_\_  
Name of Trainer

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date Training Began

Completion of this form will assist staff in assigning Community Corrections Specialist Trainees (CCSTs) to a desired office location (an assignment of choice is not guaranteed as the needs of the agency supersede the desires of the trainee). This profile is to be attached to the CCST Checklist for the 3rd Quarter prior to routing and shall be made available to all CCRAs as positions become vacant. It may be updated at any time. Please identify as follows:

Desirable - 1, Neutral - 2, Undesirable - 3.

NORTHEAST REGION LOCATIONS

Boston, MA \_\_\_\_\_  
New York, NY \_\_\_\_\_  
Philadelphia, PA \_\_\_\_\_  
Pittsburgh, PA \_\_\_\_\_

MID-ATLANTIC REGION LOCATIONS

Annapolis Junction, MD \_\_\_\_\_  
Cincinnati, OH \_\_\_\_\_  
Detroit, MI \_\_\_\_\_  
Raleigh, NC \_\_\_\_\_  
Nashville, TN \_\_\_\_\_

SOUTHEAST REGION LOCATIONS

Atlanta, GA \_\_\_\_\_  
Miami, FL \_\_\_\_\_  
Orlando, FL \_\_\_\_\_  
Montgomery, AL \_\_\_\_\_

NORTH CENTRAL REGION LOCATIONS

Kansas City, KS \_\_\_\_\_  
St. Louis, MO \_\_\_\_\_  
Denver, CO \_\_\_\_\_  
Minneapolis, MN \_\_\_\_\_  
Chicago, IL \_\_\_\_\_

SOUTH CENTRAL REGION LOCATIONS

Dallas, TX \_\_\_\_\_  
El Paso, TX \_\_\_\_\_  
Houston, TX \_\_\_\_\_  
San Antonio, TX \_\_\_\_\_  
New Orleans, LA \_\_\_\_\_

WESTERN REGION LOCATIONS

Long Beach, CA \_\_\_\_\_  
Sacramento, CA \_\_\_\_\_  
San Francisco, CA \_\_\_\_\_  
Seattle, WA \_\_\_\_\_  
Phoenix, AZ \_\_\_\_\_  
Salt Lake City, UT \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## **CHAPTER 4 - CONTRACTING**

### **4.1 GENERAL**

#### **4.1.1. PURPOSE AND ORGANIZATION**

The organization of this Chapter corresponds to the major phases and progression of the community corrections contracting process. It brings into focus the separate and mutual responsibilities and the relationships in the contracting process of the Contract Oversight Specialist (COS), Community Corrections Manager (CCM), Community Corrections Regional Safety Specialist (RSS), Correctional Management Center Administrator (MCA), Community Corrections Regional Administrator (CCRA), Regional Comptroller (RC), Contracting Officer (CO) and the Community Corrections Administrator (CCA) in the Central Office.

This Chapter also depicts the order in which the different phases of the contracting process are to be accomplished and who is responsible for completing each phase. These procedures apply to all types of agreements, including those with private sector firms and governmental agencies.

Community corrections is responsible for program areas in the contract process. Under the CCM's supervision, the COS is ordinarily the first staff involved in the process. The contributions of the COS will directly affect the timely accomplishment of necessary planning, placement, and administration of a contract under which Federally appropriated funds are obligated and expended. The COS also has primary responsibility for gathering, interpreting, and transmitting information used in technical direction, inspection, and evaluation contractor performance.

The CO is responsible for the procurement areas of contracting as the government's authorized agent in dealing with contractors. Only the CO has the authority to negotiate, award, modify, administer and terminate contracts.

The Contracting Officer's Technical Representative (COTR), ordinarily the CCM, and the CO are jointly responsible for ensuring services are performed in accordance with the terms of the contract. The CCM's decisions are ordinarily based upon the information generated and provided by the COS in the execution of oversight duties and responsibilities.

The MCA, CCRA, and Assistant Administrator for Contracting (AAC) are the management staff responsible for reviewing and approving the COTR's request for all proposed contract actions.

In addition, the management staff are responsible for overall policy and contract budget development. The CCA or designee is the Source Selection Official (SSO) for all community based and juvenile contracts. The Community Corrections and Detention Division Detention Branch will appoint an SSO for all secure adult and juvenile contracts.

#### 4.1.2. TYPES OF SERVICES PROVIDED BY CONTRACT

The Bureau contracts with commercial sources and enters into Intergovernment Agreements (IGA) with government sources for the following correctional and community corrections services:

##### 4.1.2.1. Community Corrections Centers

Community Corrections Centers (CCCs) provide residential correctional programs near the home communities of inmates. Generally, CCCs provide programs to:

- a. inmates nearing release to facilitate the transition from confinement to the community;
- b. probationers, parolees, mandatory releases, or supervised releases (U.S. Probation Officer [USPO] referrals) who need a more structured environment than can be provided under regular supervision;
- c. community confinement cases as described in the Sentencing Guidelines; and
- d. direct court commitments serving short sentences.

Work release facilities are included in this category, whether the inmate is housed in a CCC or a jail setting.

##### 4.1.2.2. Short-Term Jail Facilities

Occasionally, it is not in the best interest of the Bureau, the Court, or the inmate, to designate a Bureau facility as the place of confinement. The Bureau uses jails for: confinement of inmates designated to serve short sentences; CCC violators; or intermittent confinement cases, as described in the Sentencing Guidelines. Normally, a local jail will not be designated for inmates with 45 days or more remaining to be served. The majority of jails the Bureau uses are under contract with the U.S. Marshals Service (USMS), and the Bureau is an authorized user. There are some jail contracts, however, that are exclusively contracted for by the Bureau.

#### 4.1.2.3. Long-Term Adult Boarding Facilities

Long-term adult boarding facilities are ordinarily state or county correctional facilities that provide a wide range of programs and security. These facilities are primarily for inmates serving longer sentences than are served in a jail setting.

#### 4.1.2.4. Juvenile Facilities

The term "juvenile" is defined in Bureau policy and includes those under age 18 and those between the ages of 18 and 21 who are sentenced under the Federal Juvenile Justice and Delinquency Prevention Act. Juveniles are ordinarily boarded in non-Federal facilities, both governmental and private. Specific circumstances, such as a Court Order requiring CCC placement in an adult facility, must exist before a juvenile can be authorized for placement in a Bureau CCC.

The most common categories of juvenile facilities are:

##### a. Juvenile Boarding Institution

This is a secure, institution-based facility for more serious juvenile inmates serving intermediate or long-term sentences, and may include training schools, reformatories, youth centers, etc.

##### b. Juvenile Community-Based Facility

This is a minimum security community-based facility generally with full services, and regular access to the community. Programs such as education may be conducted solely in the community.

#### 4.1.2.5. Special Programs

The Bureau can contract or enter into agreements for other specialized facilities and services, such as Comprehensive Sanction Centers (CSCs), Drug Transitional Services, and Home Confinement. Other examples are contracts or agreements designed to meet specific mental or physical health concerns for inmates such as pregnancy, mental illness, or a proclivity to commit sex offenses. Additionally, contracts for programs concerned with study and observation cases and drug treatment programs can be established. Provisions to meet special programming requirements must be contained in the Bureau's solicitation for services/Statement of Work (SOW).

#### 4.1.3. NEGOTIATION/CONTRACTING AUTHORITY

The Bureau has authority to award option-year contracts for CCC services. The most common award is for five years (two-year base with three one-year option periods), for confinement of prisoners (18 U.S.C. 4002). The CO must adhere to the Federal Acquisition Regulations (FAR), the Justice Acquisition Regulations (JAR), the BOP Acquisition Policy (BPAP), and the Competition in Contracting Act (CICA).

#### 4.1.4. TYPES OF CONTRACTUAL BINDING ARRANGEMENTS

The CO shall determine the type of arrangement instrument based upon the requirements identified in the Request for Contract Action (RCA). Each contract file shall be fully documented to explain why the chosen arrangement was selected. There are basically four types of arrangements the Bureau uses:

##### 4.1.4.1. Contract (Firm-Fixed Unit Price Requirements, Indefinite Quantity)

The word "contract," in a broad sense, means a mutually binding legal relationship obligating the seller to furnish the services or the supplies and the buyer to pay for them. Therefore, the word contract can mean a purchase order (PO), or a contract.

This provides for a fixed-price per inmate, per day, during the life of the contract. This contract type places a reasonable majority of risk and responsibility for all costs and resulting profit and loss on the contractor. It provides maximum incentive for the contractor to control costs, to perform effectively, and to impose minimum administrative burden upon the contract parties. Ordinarily, the Bureau contracts for a two-year base period, to include three additional one-year options. The decision to exercise an option is the Bureau's unilateral right.

##### 4.1.4.2. Purchase Order

A PO is a simplified small purchase procedure which may be appropriate in a variety of situations. POs cannot exceed one year, nor may they extend beyond one fiscal year into the next. The two most common uses of a PO for Community corrections contracts are:

a. Procuring services upon specified definitive terms and conditions, under which the aggregated amount does not exceed \$100,000. This is to be used in a one-time situation where one or more inmates are placed in a facility, but the Bureau does not anticipate using the facility again (single use).

b. Purchase of recurring requirements, when requirements are not known in advance. The amount shall not exceed \$100,000. The FAR prohibits the use of small purchase procedures in the acquisition of supplies and services initially estimated to exceed the small purchase limitation (\$100,000). Part 13.103 of the FAR indicates, "Requirements aggregating more than the small purchase limitation shall not be broken down into several purchases that are less than the limit merely to permit the use of small purchase procedures."

#### 4.1.4.3. Intergovernmental Agreement

An IGA is a bilateral agreement for services to be provided by a state or local government, at a reasonable price. Ordinarily, it has an indefinite expiration date. It does not require all the steps necessary in contracting with non-governmental entities.

The Bureau may be an authorized user of IGAs established by other Federal agencies, such as the USMS, U.S. Probation Service (USPS), and the Immigration and Naturalization Service (INS), when authorized by the agency contracting for the service. This is commonly known as "piggybacking."

#### 4.1.4.4. Indefinite Quantity (Guaranteed Beds)

This provides a guaranteed minimum number of inmate-days within the contract period. The Bureau contracts for a one-year base period to include four additional one-year options. The decision to exercise an option year is the Bureau's unilateral right.

#### 4.1.5. PUBLIC INFORMATION, ETHICAL STANDARDS, AND PROCUREMENT INTEGRITY

The amount of information that may be disclosed about a contract depends on whether the information pertains to a contract which has been awarded or is in the pre-award stage.

#### 4.1.5.1. Information Concerning Proposed Contracts

Bureau personnel shall handle information concerning the Bureau's need for services to be performed under contract as sensitive information. Extreme care shall be exercised to ensure no one receives information that could give any prospective offeror an advantage over another. Bureau personnel shall avoid situations that give even the appearance someone may be receiving favorable treatment or obtaining special information concerning contract actions.

Sensitivity to these issues shall be emphasized in all stages of the contracting process. Community corrections staff shall constantly safeguard against activities, social or otherwise, that might jeopardize their ability to perform their functions objectively, or which could be perceived as impairing their objectivity. For example, no employee shall accept any gift, benefit or service, tangible or intangible, from any contractor, offeror, or related party (see 28 CFR 45 et Seq.).

Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) provides, in part:

"During the conduct of any Federal agency procurement of property or services, no procurement official of such agency shall knowingly ... disclose any proprietary or source selection information regarding such procurement directly or indirectly to any person other than a person authorized by the head of such agency or the Contracting Officer to receive such information."

The CO must be informed promptly of all communications concerning solicitations Request for Proposals (RFPs) from prospective offerors or any other unauthorized individuals. Community corrections staff shall refer all inquiries to the CO who will determine, with the assistance of Legal Counsel, the appropriate response.

The primary concern in releasing information is to protect the competitive environment, the offerors confidential business information, and ultimately, the contract award itself.

#### 4.1.5.2. Information Concerning Current Contracts

Once a contract has been awarded, a large portion of the file becomes releasable information (except for the items exempted by the Freedom of Information Act [FOIA] and Trade Secrets Act) through established FOIA request procedures.

Generally, trade secrets and financial information are exempt from release. Individuals who request information about existing contracts shall be advised to submit their request in writing to:

Federal Bureau of Prisons  
FOI/PA Office  
320 First Street NW  
HOLC Building, Room 738  
Washington DC 20534

#### **4.2: PRE-SOLICITATION PHASE**

##### **4.2.1. DETERMINATION OF NEED FOR CONTRACT SERVICES**

Community corrections staff must be alert to the ongoing need for contract correctional services. An important responsibility of the CCM and COS is to identify potential contract resources. The COS determines the need for new services not available through existing contracts; contracts for services in new geographical areas; and replaces, diminishes or modifies services for existing contracts.

Expiration of contracts, information received from Federal institution staff and USPOs, studies of population trends, and other data may dictate the need for additional contract resources within a given geographical area. These resources may be needed for pre-release corrections, special services, or provide the court with a sentencing option.

Initial sources to consult are the national professional association directories, Division of Human Services Directory, USPOs, state and county correctional agencies, existing contract facilities and other interested offerors.

##### **4.2.2. REQUEST FOR CONTRACT ACTION (RCA)**

An RCA is a document that officially initiates a particular procurement action; it is sometimes called a Requisition or Purchase Request. RCAs provide the basis for determining how procurements will be conducted and how contracts will be awarded. They contain descriptions of the requirements, required authorizations, and necessary administrative details that enable the CO to prepare and issue solicitations and develop contract documents. The SOW, an essential element of the procurement request, contains information which describes tasks to be accomplished or delivered.



The COS is responsible for identifying contract needs and submitting requests to the CCM for review and approval. The CCM will ensure all RCAs exceeding \$100,000 for competitively-let procurements have the required Advance Procurement Plan (APP) form(s) completed and attached in accordance with BOP/DOJ policy and procedures. All RCAs are reviewed and approved by the MCA, CCRA, and CCA staff prior to being forwarded to the CO. The Request for Contract Action (Attachment 4-1) form shall be completed for:

- # all new and replacement Bureau contracts;
- # IGAs the Bureau negotiated; and
- # any modifications to Bureau contracts, excluding for exercising option years.

**Joint use agreements.** The Bureau often uses arrangements established by other Federal agencies, such as the USMS, INS, USPS, etc. These arrangements will ordinarily be IGAs. The USMS headquarters office will send the appropriate CCM office a copy of each available USMS jail contract in which Bureau use is included. When the USMS contracts are unavailable, or the contracts concern other agencies, the COS shall obtain a copy of the contract through the local office of the appropriate agency, and type on the face sheet of the agreement, using space number 7 "Appropriation Data," the following: "BOP authorized user," the accounting classification code and estimated use. If the COS knows when services will start, that information shall be included.

The COS shall make copies of the agreement and send them to the MCA and the CCRA. If there are modifications to the agreements, such as a new inmate day rate, a copy of the amended agreement shall be obtained by the COS and forwarded through the CCM and MCA, to the pay station.

#### 4.2.3. **SUBMISSION TIME FRAME**

##### 4.2.3.1. Multi-Year/Option Year Bureau Contracts

For a new or replacement contract, the CO should receive the RCA 14 months prior to the performance date.

##### 4.2.3.2. Purchase Orders

For a new or replacement Bureau acquisition for services, whose aggregate use will not exceed \$100,000, the CO should receive the RCA at least four months prior to the performance

date. The preliminary site inspection report, which will follow the same format as a CCC preliminary site report, and the SOW must accompany the RCA.

#### 4.2.3.3. Bureau IGAs

The CO should receive RCAs for a new or replacement agreement four months prior to the performance date.

#### 4.2.3.4. Exercise Option Year

A BOPNet GroupWise E-mail message requesting an option year be exercised should be received at the Community Corrections Branch four months prior to the performance date. The CCRA, MCA, CCB Contract Specialist, Technical Assistant, and Supervisory Contract Specialist shall be forwarded a copy of the request. The CCB will be responsible for forwarding the request to Community Corrections Contracting.

#### 4.2.3.5. Modifications

The CO should receive all requests for a significant modification of any Bureau arrangement as soon as community corrections field staff become aware of the need to modify a contract.

#### 4.2.3.6. Other

If a situation arises which requires immediate procurement action, such as an unexpected court commitment, community corrections staff, ordinarily the COS, shall immediately telephone the CO to obtain instructions regarding the appropriate procedures to be followed. The COS shall follow up the telephonic notification with a GroupWise E-mail to the CO, with copies to the MCA, CCRA, and CCA. An RCA shall be completed and processed through regular channels.

#### 4.2.4. **INSTRUCTIONS FOR COMPLETION OF REQUEST FOR CONTRACT ACTION**

The following instructions should be followed in completing the RCA:

##### 4.2.4.1. Type of Action

Check either a, b, or c. Requests for new or replacement contracts require:

- ! a description of the type of services,
- ! the geographic location wherein which the facility should be located, and
- ! the SOW under which the contractor will perform.

If one of the standard SOWs (CCC, Juvenile, CSC) is to be used, include the title of the SOW and the date of the current issue. When it is determined that portions of a standard SOW should be modified to adequately specify a particular requirement, these changes must be incorporated into the SOW and submitted with the RCA. A typed summary of the changes to the SOW must be submitted as an attachment to the RCA.

The COS shall develop a special and concise SOW when it is inappropriate to modify a standard SOW.

The contractor's name, contract number, and SENTRY location code must be provided for all requests to modify an existing contract. Requests to exercise an option year are considered contract modifications.

#### 4.2.4.2. Justification and Explanation

The CO must have as much information as possible regarding the nature of the requirement, this section must always include comments addressing the following issues.

For a **New or Replacement Contract** specify:

! The expiration date, including any extensions of the current contract, shall be included for a replacement contract.

! If multiple awards are desired, they should be outlined in this section. Multiple awards are desired when there exists geographical restrictions and different types of services are required using the same solicitation. The justification for multiple awards must be clearly defined and appropriately justified. For example, in a large metropolitan area, where estimates exceed 50 inmates for an average daily population, more than one contract may be preferred.

! If the request is not being submitted in a timely manner (specified months prior to performance date), an explanation must be included. Additional pages may be attached if necessary. Justifiable reasons might be for unanticipated services.

! If more than one basic type of service is to be provided, they should be outlined. The most common example is when work release and short-term jail services are provided in a single contract, ordinarily from the same location.

! The specific nature of any non-residential service (such as psychological services, drug counseling, community supervision services, release expenses such as transportation, gratuity, and clothing, etc.), should be discussed.

! If services are to be provided to one or both sexes or to a special group of offenders (sex offenders, handicapped, alcoholics, etc.), these should be addressed.

! Any special circumstances that might require special consideration or action by the CO (i.e., anticipated delays in zoning approval or issuance of permits), should be included in this section.

For **Contract Modification**, a detailed explanation and justification of the requested change(s) must be included. Examples of contract modifications include, but are not limited to:

- ! a change in, or addition of, a place of performance,
- ! change in billing address, or
- ! the implementation of a program such as home confinement with electronic monitoring.

Any changes must be within the general scope of the contract and in accordance with the FAR.

#### 4.2.4.3. Period Services Will be Required

When working with intermittent requirements such as a PO, include the specific dates services are to begin and end. When working with a multi-year contract, include the date services should begin and estimate when services will end.

Ordinarily, the expiration date of services provided under an IGA should be indefinite. It must specifically state the terms upon which the parties may terminate the agreement (i.e., upon 90 days written notice).

#### 4.2.4.4. Fiscal Data

##### a. Accounting Code

Identify the fiscal year (FP = FY 97 is "7," FY 98 is "8," and so on), Decision Unit ("T" or "D"), Cost Center (use #2 as the first digit for regional office), PMS, Project Code, and the Sub-Object Code. (See Chapter 7 for explanation of these codes.) When there are two types of services within a facility or contract (e.g., a jail with a work release unit and a detention unit), determine the **predominant** use and use one accounting code.

b. Estimated Inmate-Days and Expenditures

Inmate-days and estimated costs are essential factors in the development of a contract.

Estimates must be based upon an analysis of information which includes: SENTRY release data; input from the U.S. Probation and U.S. Attorney's office; past history; population trends over the last two to three years; and budgetary allowances. Central Office research staff provide the Community Corrections Branch with data to assist in the analysis of estimating inmate-days.

Other issues that may affect inmate-days estimates and over-all expenditures are: policy changes affecting placements; over crowding; a considerable drop in population in Bureau or state facilities; the need for two or more contracts in the same service area, operating under the same SOW; and new laws. The sources of information and the analysis of the data shall be documented and a copy attached to the RCA. At a minimum, this shall consist of written or telephonic documentation of Probation's needs and inmate-day use figures for the previous 24 months, if replacing an existing contract.

Yearly cost estimates should be based upon operating costs for the last year, plus anticipated cost increases, multiplied by the estimated number of inmate-days. Additional requirements imposed upon a contractor by a modified or new SOW must also be considered when estimating the inmate-day rate. The estimated per capita or inmate-day rate is the government's initial estimate in determining the fair and reasonable cost for the services being requested.

Accurate cost estimates are also necessary to assist the CO in determining the appropriate contracting procedures to be followed and can result in significant time savings. When possible, attach the inmate-day rate of other contractors in the same geographic area and the number of beds these contractors provide to the RCA.

For the option-year requirements contracts, the base period is ordinarily for a 24-month period with three one-year option periods. For Indefinite Quantity Contracts, the inmate-day and per capita costs for males and females must be separately identified when the requirement is for both sexes.

For POs, the aggregate cost estimate shall not exceed \$100,000. For IGAs, inmate-day and cost figures should reflect estimates for a 12-month period, rather than 24 months. Inmate-days and cost figures provided on RCAs to exercise option years must reflect the identical figures contained in the initial contract award.

When the request is to change work requirements and a change in the per capita cost is not anticipated, indicate this fact by stating "no additional cost anticipated" under the Cost Estimate. If added costs are expected, the nature and extent of these costs must be justified; this action may require a resolicitation for a new contract and the loss of subsequent option years.

#### 4.2.4.5. Suggested Sources

CCM office staff shall list local prospective contractors with addresses, telephone numbers, and contact persons. Efforts to identify multiple sources are extremely important because competition has proven to be cost-effective and, as a government agency, the Bureau is required by law to give all qualified contractors the opportunity to compete for Bureau contracts, when possible.

Always include the incumbent (indicate by an asterisk) and any other sources in the area.

Potential contractors who communicate a request to be placed on the solicitation mailing list should be advised to write to the Contracting Officer, Community Corrections Contracting, Central Office, specifying the specific location(s) and number of beds they are capable of providing, as well as requesting a solicitation mailing list application.

Since some contractors have expressed their desire to be included in all contract solicitations throughout the country, sole source contracts have been virtually eliminated.

For IGAs, identify the particular governmental entity (e.g. City, County, State agency).

#### 4.2.4.6. Existing Contracts

List all existing Bureau contracts within 50 miles.  
Indicate the contractor's:

- ! name,
- ! contract number,
- ! SENTRY location code(s),
- ! per-diem rate, and
- ! expiration date.

Requirements for a particular service area may be combined when it is determined to be in the Government's best interest.

#### 4.2.4.7. CCM Office Mailing Address

Include CCM's name, address, and telephone number for billing purposes.

#### 4.2.4.8. Signatures

This section of the RCA contains signature blocks and must be signed and dated as appropriate. An RCA with original signatures must be received by the CO. CCA staff will note the date the RCA is received by the CO prior to distributing copies to the appropriate field staff.

#### 4.2.5. CCM REVIEW

After the COS completes the RCA and attachments, the CCM shall review and approve the request before submission to the MCA. Special emphasis shall be given to the justification and explanation for the request and the attached documentation supporting the accuracy of the estimated inmate-days and costs.

#### 4.2.6. MCA REVIEW

The MCA shall review the content of the RCA and attachments for approval. Special emphasis shall be given to the following:

- ! justification for need;
- ! inmate-day projections and the supporting attached documentation; and,
- ! fiscal data.

The MCA shall ensure all RCAs for procurements over \$25,000 but less than \$500,000 have the appropriate Individual acquisition Plan (IAP) form(s) attached. For procurements actions of \$500,000 or more the Advance Procurement Plan (APP) will be

completed by central office contracting staff. The RCA package shall be mailed to the CCRA in a timely manner, ordinarily within five working days of receipt.

#### 4.2.7. CCRA REVIEW

The CCRA shall review, sign, and date the RCA package. The signature of the CCRA not only signifies review and approval of the content, but also "commits" funds for the proposed contract. The CCRA shall mail the RCA package to the Community Corrections Branch in the Central Office in a timely manner, ordinarily within five working days of receipt.

#### 4.2.8. CCA REVIEW

CCA staff will review the RCA package prior to forwarding it to the CO. Special emphasis will be placed on inmate-day estimates and the completion of required APP forms. Upon verification, the RCA package is forwarded to the Community Corrections Contracting Section and ordinarily within seven working days after receipt by CCA staff, copies of the RCA will be forwarded to field staff. If changes are made to other documents in the RCA package, CCA staff will forward copies with the completed RCA.

### 4.3: **SOLICITATION PREPARATION**

This section covers the major steps in the contract solicitation process that are the COs responsibility.

#### 4.3.1. WAGE DETERMINATION - SERVICE CONTRACT ACT

Sixty days prior to solicitation issuance, the CO must file a Notice of Intention to enter into a Service Contract with the Office of Special Wage Standards, Employment Standards Administration, Department of Labor (DOL). The wage determination issued by DOL shall then become part of the solicitation package or resulting contract. Per the DOL: service contract personnel for CCCs are not ordinarily key or professional staff; maintenance, food service, clerical, shift or charge-of-quarters, and correctional staff are ordinarily service employees. Since the DOL has sole enforcement authority and responsibility to ensure these standards are met by the contractor, all inquiries Bureau staff receive should be referred to the local DOL office.



#### 4.3.2. COMMERCE BUSINESS DAILY

The CO must forward a synopsis of the requirement to the Commerce Business Daily (CBD) when the estimated amount exceeds \$25,000. This notice must be published at least 15 working days prior to issuing a solicitation after allowing 10 days for receipt by mail. For purchases over \$2,500 but less than \$25,000, a synopsis of the requirements issued under a Request For Quotes (RFQs) may be published in the CBD to satisfy competition requirements, if sufficient sources of competition have not been identified.

#### 4.3.4. STANDARD SCHEDULE OF EVENTS

The CO shall establish an estimated time schedule of events for the rest of the contracting cycle within 10 working days after forwarding the synopsis to the CBD (Attachment 4-2). Although copies of this schedule are not ordinarily distributed, the CCM or COS may telephonically or using BOPNet GroupWise E-mail, contact the CO to inquire about the status of a particular solicitation.

#### 4.3.4. ISSUE SOLICITATION

After the 60 day DOL wage rate determination request cited above, and concurrent 25 working day CBD publicizing requirements have been met, a solicitation shall be prepared and mailed to all interested offerors requesting an original and three copies of the technical proposal and an original and four copies of the business proposal. A copy of the solicitation shall be mailed to the appropriate CCM and to the AAC. The CCM and COS should review the solicitation to ensure the requirements described in the RCA and attachments have been accurately addressed. Special emphasis should be placed on inmate-day requirements, geographic location, and requested modifications to the SOW. If discrepancies are identified, the CCA and CO should be notified immediately and the solicitation should be promptly amended.

Ordinarily, the solicitation shall provide for a period of 60 days for offerors to respond. The amount of time allowed shall be adjusted for any special or unique circumstances of the requirements.

#### 4.4: EVALUATION PROCESS

##### 4.4.1. RECEIPT OF PROPOSALS

Proposals shall be date and time stamped immediately upon receipt by the CO. The CO shall review proposals for completeness, and store them in a secure place.

Within five working days of the closing date, the CO shall contact the Central Office Community Corrections Branch to determine which staff will chair the evaluation panel and to ensure copies of each technical proposal and a copy of the solicitation are provided to the members of the evaluation panel. The staff person assigned to chair the evaluation panel shall not have direct supervisory authority over, or be a member of the CCM office, from which the original contract request originated.

When there is only one offeror, the designated chairperson may perform an individual technical review rather than convening an evaluation panel. The technical review will assess those items needing further clarification, as well as any deficiencies. When only one offeror is to be evaluated, the chairperson may have direct supervisory authority over, or be a member of, the CCM office from which the original contract request originated.

It is the evaluation panel chairperson's responsibility to ensure compliance with evaluation process procedures and required time frames.

##### 4.4.2. PRELIMINARY SITE SURVEY

Upon receiving the proposal(s), the chairperson shall contact the appropriate CCRA who shall appoint the membership of the preliminary site inspection team. Ordinarily the team will be composed of the COS located in the CCM office that will administer the contract and the RSS. The chairperson shall contact the members of the inspection team via BOPNet GroupWise E-Mail, with copies routed to the CCRA, CCA, MCA, CCM, and CO, requesting the preliminary site surveys be conducted within 15 working days. Within two working days, the chairperson shall review the offeror's proposals and forward copies of documents pertinent to the preliminary site survey (diagram/floor plan, proof of valid right-to-use, notification to public officials and the community) to all members of the inspection team, for review, prior to the team's on-site inspection(s). All preliminary site inspections should be videotaped and forwarded to the panel chairperson for use by the evaluation panel.

The chairperson's message to committee members for preliminary site inspection should also include a request that the inspection team forward their travel information (date and time of arrival, inspection, and departure) to the CO and panel chairperson in the event they can attend/participate in the facility inspection(s).

Within five working days of the site visits, the COS and RSS shall distribute their written reports (COS PRELIMINARY SITE INSPECTION REPORT (Attachment 4-3) AND RSS PRELIMINARY SITE INSPECTION REPORT (Attachment 4-4)) via BOPNet GroupWise E-Mail. If the facility is not acceptable, the site report shall outline rationale for this determination.

This report will cover the:

- # age, condition and suitability of the structure,
- # the location of the site, including availability of public transportation,
- # fire safety compliance,
- # overall sanitation and the need for repair and/or renovation of the building,
- # community and any other information that might be relevant for the evaluation panel's consideration.

Preliminary site surveys are required for incumbents as well as single offerors.

The CCRA may waive a pre-occupancy inspection for incumbent contractors. The first full inspection (60 to 90 days after award) would serve as a dual pre-occupancy/full monitoring. The waiver should be in writing and documented in the contract file.

#### **4.4.3. EVALUATION PANEL - FOR COMPETITIVE PROPOSALS WITH MULTIPLE OFFERORS**

##### **4.4.3.1. Meeting Time and Panel Composition**

The chairperson, ordinarily the panel member from the Central Office Community Corrections Branch, shall establish in writing the composition of the panel to evaluate the proposals and the time and date when it shall meet. The panel shall consist of the chairperson and at least two other Bureau staff, at least one of whom shall work in Community corrections. The panel will generally consist of the chairperson, the CO, and a staff person designated by the CCRA. The panel chairperson shall contact the CCRA, over the service area, and ascertain the name of the designated panel member from the field. The evaluation should be completed within 25 working days of the receipt of proposals.

The MCA and CCM office staff who will have supervisory authority or will be responsible for administering the contract may be members of the panel.

#### 4.4.3.2. Panel Proceedings

The evaluation panel members shall use the evaluation criteria identified in the solicitation, to include an evaluation of each contractors past performance, to evaluate all proposals. Impartiality and comprehensive evaluation by the panel is crucial to select the source whose proposal has illustrated the highest degree of realism and whose performance is expected to best meet stated government requirements.

Each member shall make an independent evaluation of every proposal using the evaluation checklist and scoring sheet.

Following the independent evaluation, the panel members shall hold discussions and arrive at a consensus. The consensus finding shall be recorded on a separate score sheet.

#### 4.4.3.3. General Instructions

The proposal evaluation process consists of an assessment of both the proposal and the offerors ability (as conveyed by the proposal) to successfully accomplish the prospective contract within the specified evaluation criteria. Each proposal must be judged by the same standards, factors, and subfactors specified in the solicitation.

#### 4.4.3.4. Determining the Competitive Range

To be acceptable, each proposal must describe a level of service that meets the minimum technical requirements of RFP and standards of the SOW. If it appears that the proposals are unacceptable the evaluations should identify any areas that need clarification, areas that are deficient, and any requirement excesses. The notes regarding these issues will be used during negotiations with the offerors.

If the proposed program does not meet minimum standards without extensive revision, this fact must be noted in the evaluation narrative. The written notes will support a recommendation to exclude the proposal from any further consideration for specific reasons, such as severe technical deficiencies, failure to address the SOW, parroting the SOW, or the need for a major rewrite.

After the panel has evaluated and scored the proposals, the panel may recommend a competitive range. That is, the panel may determine a break exists between the high and low range of scores, and recommends the low group be removed from the competitive range. For example, there are five offerors and the scores are 525, 625, 310, 570 and 385. A natural break occurs at 525 and the panel could recommend the two lowest scoring offerors not be considered in the competitive range. Reasons include: a (complete) lack of understanding of the requirements of the RFP is indicated in a company's proposal or the proposed program could not be accepted without a substantial rewrite of the proposal. In such situations, however, the panel still addresses the weaknesses and strengths of the proposals recommended for exclusion from the competitive range.

Although a deficient proposal usually may not be included in further discussions, it is the CO who must make the determination and establish the competitive range. FAR 15.609 states, "The competitive range shall be determined on the basis of cost or price and other factors stated in the solicitation and shall include all proposals that have a reasonable chance of being selected for award." This provides a broad area of consideration by the CO who ordinarily welcomes evaluators providing narrative information in this area.

If there is a close grouping of scores, it is best to recommend all offerors be kept in the competitive range. For example, if the scoring was 515, 485, 390, 545, 410, it may be determined the scores are so close together they should all continue to be considered.

Panel members should avoid the words "responsive," "responsible," or "responsibility," when discussing an offeror's proposal. These words have a special technical meaning in procurement and usually are not relevant to negotiated contracts. Rather than convey an offeror is "non-responsive," indicate the proposal has severe technical deficiencies and/or is unacceptable as submitted by failing to meet minimum requirements and no reasonable chance for award.

#### 4.4.4. **PANEL FINDINGS**

The panel chairperson will prepare a detailed narrative summary of the panel findings to include:

- # identification of deficiencies;
- # clarifications, or excesses identified in the evaluation process for each proposal; and
- # a consensus score sheet.

This summary or evaluation of proposals should include all of the issues or areas that are deficient or need to be clarified during negotiations with the offeror.

Within five working days of the panel evaluation, the chairperson shall forward the original site inspections, score sheets, comments and worksheets, and proposals to the CO. The chairperson may maintain a copy of the panel documents and a copy of each proposal, for reference, until award of the contract. After contract award, all proposals are forwarded to the CO.

#### **4.4.5. NOTIFICATION OF OFFERORS NOT IN THE COMPETITIVE RANGE**

After receiving the panel findings, the CO shall establish the competitive range and promptly notify in writing all unsuccessful offerors of the reasons they were not selected. Examples of appropriate reasons include: technically unacceptable, falling outside the competitive range, etc.

A pre-award notice should include: the basis for the determination, in general terms, and a statement that a revision of the proposal shall not be considered.

#### **4.4.6. NEGOTIATION WITH OFFERORS IN THE COMPETITIVE RANGE**

The CO should either make an award without discussion based on the initial proposals or conduct written or oral discussions with all acceptable offerors. The latter can be accomplished when the requirements of FAR 15.610 are met and recommended by the SSO. If negotiations are to be conducted, the CO should advise the offerors of any areas that need clarification, or any deficiencies in the proposals. The CO shall conduct negotiations on the areas identified as deficient and provide the offerors an opportunity to satisfy the government's requirements. The CO shall attempt to resolve any contradictions, uncertainties, or ambiguities concerning technical matters or other terms and conditions of the proposal.

The CO should provide offerors a reasonable opportunity to submit any revision to cost or pricing, technical, or any other matters resulting from the discussions. During negotiations, the CO will forward the offeror's responses to CCA staff for review and response. At the conclusion of negotiations, the CO should request offerors to submit a "Best and Final Offer" to the government, ordinarily within two weeks, unless special circumstances warrant additional time.

Only the CO may discuss panel findings, costs, or negotiate with any offeror. No one, other than the CO, shall hold discussions with offerors.

Offerors shall be advised they must clearly identify in writing what changes or additions have been made and where they are located within the proposal. If during discussions substantive changes of the original proposals occur, the SSO may, if necessary, contact the panel chairperson and members, and convene a second evaluation panel.

#### 4.4.7. PRE-AWARD FISCAL AUDIT

If the reasonableness of the proposed contract cost cannot be determined from adequate competition, a cost price and/or analysis of the offeror's cost data by the CO may be necessary. FAR Part 15 establishes dollar thresholds for determining when pre-award audits are required. It is the CO's responsibility to arrange for all required audits.

If the dollar thresholds for requiring an audit are not met, reasonableness of cost may be determined through cost analysis. When cost analysis is used, procedures prescribed in FAR Part 15 shall be followed and the file shall be fully documented.

#### 4.4.8. CO REVIEWS BEST AND FINAL OFFERS

Within five working days after receipt of Best and Final Offers, the CO shall score each proposal for cost and forward the package to the SSO for review.

#### 4.4.9. FINAL REVIEW AND AWARD SELECTION

The Central Office SSO shall conduct a final review of all proposals and provide the CO with a selection for award based upon the findings of the evaluation panel, clarification and deficiency correspondence, and Best and Final Offers.

The name of the awardee, a summary of the reasons for the selection and all paperwork received, shall be returned to the CO.

#### 4.4.10. CO REVIEW

The CO shall review the action taken by the SSO and document the file for further processing.

4.4.11. **PREPARATION AND DOCUMENTATION OF FILES**

The CO shall prepare and document the solicitation file and establish a separate contract file for the contract proposed for award. The contract file shall contain the information prescribed by FAR 4.803.

4.4.12. **AWARD CONTRACT**

When all requirements have been met, the CO shall execute the contract and advise the CCM and awardee by telephone of the award and performance period, reminding the contractor of the need for proof of zoning and life/safety compliance. Ordinarily, the beginning of the contract performance period is 120 days after the date of award.

The CO shall electronically advise the CCA, CCRA, MCA, RSS, and CCM of the award, award date, and performance date and ensure a copy of the successful offeror's proposal is forwarded to the CCM who has supervisory authority over the contract. The CO shall advise the COTR, typically the CCM, in writing, of their appointment as the COTR and describe the responsibilities of the appointment. The CO, with the assistance of the Legal Counsel and the COTR, will determine if the contractor has sufficiently met local requirements prior to performance.

4.4.13. **PROOF OF ZONING**

At best and final, the contractor must provide the CO with satisfactory proof all zoning and local ordinance requirements necessary for operation and applicable to any proposed performance site(s) have been met. Such proof shall be in writing and shall consist of documentation from necessary local officials stating the contract may be performed at the proposed site(s) in accordance with the current zoning and other requirements of the local jurisdiction.

For purposes of this provision, a "necessary local official" means an employee or elected person whose approval or concurrence as to the propriety of the use of the proposed site is required under any and all applicable laws of the city, town, village, or municipality in which the facility is located.

4.4.14. **PREOCCUPANCY VISIT**

Not later than 15 days prior to the date performance is scheduled to begin, the COS shall conduct a preoccupancy visit to ensure the contractor is ready to begin operations. When the RSS has not identified major deficiencies during the preliminary



sitesurvey and upon receipt of a written determination from the RSS that his or her expertise is not required during the preoccupancy inspection, the CCRA may waive the RSS' participation. Special emphasis shall be given to negotiated items during the preoccupancy review. This review shall determine if the awardee is ready to accept offenders.

CCRAs may waive a preoccupancy inspection for incumbent contractors. The decision to waive a preoccupancy inspection should be based upon a determination the awardee has met the minimum procurement/contractual requirements necessary to accept Federal offenders. The waiver will be in writing from the CCRA and documented in the contract file. The first full inspection (60 to 90 days after award) would serve as a dual pre-occupancy/full monitoring.

Immediately following the review, the COS shall prepare a report (Attachment 4-5) and forward it electronically to the CO with copies to the RSS, CCM, MCA, CCRA, and CCB Section Chief. Any major deviations found must be corrected before Federal offenders are placed in the facility. The COS will follow through to ensure deviations are corrected. (If the effective date of contract performance is the same date as contract award, a preoccupancy visit is not possible.) When this occurs, the inspection will be performed within 30 days of award. The findings of the visit will be outlined in the monitoring report letter format (see Attachment 4-6) and issued by the CCM to the contractor for a response.

#### 4.4.15. DISTRIBUTION OF CONTRACTS

The CO shall forward a copy of the Contract Award Document (SF-26 or SF-33) to the contractor, CCA, CCRA, MCA, CCM, and RC pay station) within three working days after final contract award.

Along with the Contract Award Document, the CO shall also forward copies of each of the following documents to the COTR who has supervisory authority over the contract:

- # the awardee's technical proposal;
- # all solicitation amendments;
- # clarification/deficiencies correspondence; and
- # best and final offers (CO's letters and awardee's responses).

It is imperative the COTR and the COS familiarize themselves with:

- # the contents of any amendments to the solicitation;
- # correspondence received during the periods for clarification/deficiencies; and,
- # best and final offers.

#### **4.5.: POST AWARD ADMINISTRATION**

##### **4.5.1. GENERAL**

Once a contract has been awarded, the contract administration phase begins. Contract administration is any administrative activity undertaken by either the government or the contractor during the time from contract award to contract close out. More specifically, the term refers to steps taken by the government representative(s) responsible for ensuring government and contractor compliance with the terms and conditions of the contract. Such steps include:

- # all performance (inspection) monitoring activities,
- # modifications,
- # actions pertaining to disputes,
- # unsatisfactory contractor performance, and
- # price redetermination.

Contract administration also includes problem solving activities necessitated by unforeseeable circumstances - changes, problems, and disagreements that arise following contract award.

##### **4.5.2. MONITORING REQUESTS FOR CONTRACT ACTION**

The CCM is responsible for ensuring RCAs are submitted in a timely and appropriate manner. The CCM and MCA shall develop a record system to monitor the timely submission of RCAs for all Community corrections contracts. Lists can be generated from the Contract Location Profile System (CLPS). The CCRA shall ensure the MCA and the COTR have a system to alert them when requests are due. The MCA and CCRA shall review all RCAs and attachments, except those to exercise option years, for accuracy and completeness.

##### **4.5.3. MANAGEMENT OVERSIGHT**

The COS shall provide the CCM with an annual schedule of full and interim monitorings of contract programs. The MCA shall monitor full and interim reviews conducted by CCM offices for timeliness, professionalism, content, and procedural propriety.

The CCRA shall develop appropriate mechanisms to oversee the auditing functions of the MCA.

The COS annual schedule should also include the projected month(s) in which preliminary site and preoccupancy visits are anticipated for new or replacement contracts. Since the RSS will ordinarily be involved in these site visits, providing him or her with a copy of this schedule can be beneficial for planning travel and meeting the milestones the CO established for contract award.

The CCRA may waive a full monitoring with justifiable cause; however, this waiver should not be more than 30 days. Additionally, the CCM may make a request in writing through the MCA to the CCRA to waive an interim monitoring. This waiver request will be based on a determination that it is in the best interest of the Bureau, and the contractor has demonstrated that they are fulfilling the conditions of the SOW with few deviations.

The monitoring of contract programs should be scheduled to maximize the time oversight staff are away from their office and thereby minimize the total cost of their travel. The contract monitoring schedule provides oversight specialists with a significant amount of flexibility to accomplish these two critical goals.

#### 4.5.4. CONTRACT FILES

##### 4.5.4.1. Official Contract File

The official contract file is maintained by the CO in the Central Office in accordance with the requirements of procurement statutes, policy, and procedure. This file documents the basis for the acquisition and award, the assignment(s) of contract administration tasks, and any subsequent actions taken by the contracting office.

##### 4.5.4.2. CCM Office Contract File

The COS shall maintain working files, commonly referred to as the "CCM Contract File" for each contract. Occasionally, some contracts may have multiple locations. Then, supplemental contract files shall be prepared for each location. Each supplemental file need not contain the same basic contract information (proposals, SF-26, etc.), but should contain all relevant information pertaining to that particular location.

Additional files shall be used as necessary.

The contract file shall contain the following documents:

- a. Table of Contents or Index which clearly indicates where required information can be located in the file(s);
- b. A copy of the RCA, attachments and any modifications;
- c. A copy of the contract award document (SF-26 or SF-33) or PO, contractor's proposals (business and technical) and attachments, a copy of the solicitation (includes SOW) with amendments, clarification/deficiency correspondence, and best and final correspondence;
- d. Monitoring Instruments with "working papers," letter reports, contractor responses and close out letters;
- e. A historic chronological log of all activities, with regard to the contract on a continuous, systematic, routine basis, and correspondence;
- f. Life/Safety Reports, NCIC/NLETS checks, Pre-Occupancy Report, Preliminary Site Inspection, etc.;
- g. Fiscal Data (facility billings, medical billings, etc.); and,
- h. Automated Data Processing Contract Information.

A copy of the Public Voucher for Purchases and Services Other Than Personal (SF-1034) and original invoice information received from a contractor must be retained (archived) for historical purposes (see Section 4.5.15. CONTRACT CLOSURE).

#### 4.5.5. CONTRACT PROGRAM MONITORING

Ordinarily, the CCM is the COTR (certified in accordance with DOJ and Bureau policy) and the COS acts as contract monitor. On occasion, the Bureau may place a COS on-site to monitor contract compliance. Then, the COS will typically be the COTR. COS staff are responsible for monitoring contractor compliance with the requirements contained in the SOW. COS staff must provide their supervisors and the CO with comprehensive and accurate information concerning a contractor's performance. Bureau staff in the CCM office perform "technical direction" responsibilities for work performed under contracts.

4.5.5.1. The term "technical direction" is defined to include, without limitation, the following:

- a. Government guidance of a contractor's efforts toward full compliance with the contract SOW;
- b. Redirecting the contract performance effort;
- c. Shifting work emphasis between areas or tasks;
- d. Filling in details;
- e. Otherwise accomplishing the actual scope of work;
- f. Supplying information to the contractor which assists in the interpretation of technical portions of the SOW;
- g. Receiving, reviewing, and inspecting reports and information provided by the contractor to the government under the contract; and
- h. Evaluating the performance and certifying all invoices for payment.

4.5.5.2. Technical direction must be within the general scope of work stated in the contract. The contract monitor does not have authority to issue any direction which:

- a. Constitutes an assignment of additional work outside the general scope of the contract.
- b. Constitutes a change as defined in the contract clause entitled "Changes."
- c. Changes any of the expressed terms, conditions, fixed price, or time for contract performance. Only the CO shall, by written modification, authorize any such revisions.

#### **4.5.6. MONITORING INSTRUMENTS AND SCHEDULES**

There are monitoring instruments and schedules for different types of contract services. These instruments are designed to assist Bureau staff in making thorough program evaluations based on contract requirements as detailed in the SOWs. The Bureau can only require compliance with items that are provided for in the contract, and may only make suggestions in other areas.

Contract monitorings are "inspections" or "reviews" as described below:

4.5.6.1. CCCs

a. The first full monitoring of all new CCC contract awards shall occur not less than 60 days nor more than 90 days after performance begins, all subsequent interim and full monitorings will follow regularly scheduled time frames as noted in Table 1:

**TABLE 1**

**MONITORING SCHEDULE FOR CCCs**

TYPE OF FACILITY	ADP PRIOR SIX MONTHS	NUMBER OF FULL MONITORINGS	NUMBER OF INTERIMS BETWEEN FULLS
MINOR	0 - 15	1 EVERY 18 MOS	2
MODERATE	16 - 30	1 EVERY 12 MOS	2
MAJOR	31 & OVER	1 EVERY 12 MOS	3

b. full monitoring of major-use (average daily population of 31 or more offenders the previous six months) and moderate-use CCCs (average daily population of between 16 and 30 offenders the previous six months) shall be conducted annually.

This inspection shall be a thorough, comprehensive review of the contractor's operation. It shall include a close examination of every facet of the contract's requirements.

Ordinarily, the inspection team shall consist of the CCM/COTR (Auditor-In-Charge), the COS, and any additional staff identified by the CCM, MCA, or CCRA. U.S. Probation staff should be invited to attend CCC full monitorings. "Working papers" are the handwritten notes, etc., and duplicated documents which shall form the basis of the Contract CCC Full Monitoring Instrument (Attachment 4-7). Although the majority of the items contained in this instrument are applicable for all CCCs, additions and/or deletions to this monitoring instrument may be necessary depending on the requirements contained in the SOW. The Auditor-in-Charge is responsible for ensuring the monitoring instrument adequately addresses the requirements contained in the SOW.

Because of the possibility of contract dispute or need to further explain the findings of monitorings, it is important all sections of the monitoring instrument be complete, comprehensive, and legible. No blank spaces shall appear on the instrument. These papers shall be maintained in the CCM Contract File for the life of the contract.

Normally, the contractor is notified in advance of all regularly scheduled full monitorings. This notification is commonly accompanied by a request to have the contractor forward, in advance of the monitoring, documentation that specific requirements of the contract are being met. In addition, office logs, files of offenders and SENTRY data can be examined in advance and included in the contract monitoring working papers.

The monitoring report to the contractor shall be composed of findings extracted from the monitoring instrument and supported by the working papers. The format of the report to the contractor shall follow the Monitoring Report Format (Attachment 4-6).

c. Full monitorings of minor-use CCCs (average daily population of 15 or less offenders for the previous six months) should be conducted every 18 months. They shall be performed exactly as outlined above in (b).

d. The full monitorings of all CCCs shall be supplemented with unannounced interim review monitorings, ordinarily conducted by the COS.

Interim reviews of major-use CCCs shall be conducted at least three times between each full monitoring, and at least two times between each full monitoring of a moderate-use or a minor-use CCC. Interim monitorings shall include, but are not limited to, an examination of findings noted in the prior monitoring or review, "spot checks" of historically problematic areas, and any other significant areas of concern. Interim reviews are not intended to be as thorough and comprehensive as a full monitoring.

e. Monitorings of contract facilities shall not be conducted exclusively during regular daytime working hours. Many program activities occur during evening hours and inmate accountability and facility life safety precautions are important at all times. Therefore, the monitor(s) must review operations of CCCs during all hours to observe programs, accountability procedures, and have opportunities to speak with a significant number of inmates and CCC staff.

f. Findings of CCC full monitorings shall be recorded on the standard Monitoring Instrument. Interim reviews shall be recorded on the standard CCC Interim Monitoring Instrument (Attachment 4-8). Interim review reports to the contractor can be in letter form and do not have to follow the format for full monitoring reports as specified in Attachment 4-7. Findings (if any) shall be clearly identified, with clear, concise, and appropriate corrective action outlined. Unless the nature of findings dictate otherwise, interim review reports are not ordinarily as extensive as those for full monitorings.

g. All reports shall be addressed to the contractor's authorized representative identified in the business proposal, or any other subsequently authorized contractor personnel, and shall require a response to areas found non-compliant (Findings) within 30 days of receipt, unless the issue(s) warrant a more immediate response. The contractor's response must indicate all areas of non-compliance have been corrected or must include a plan, with acceptable timetables, to correct the findings identified.

h. As soon as possible, but ordinarily within 10 working days of a full or interim monitoring, the COTR shall sign and forward the cover letter and attached monitoring report to the appropriate contractor representative. Copies of the documents provided to the contractor will be mailed to the following Bureau staff: MCA, CCRA, and CO through the CCA.

Supervisory reviews of monitoring reports, cover letters, etc., prior to their being mailed to the contractor, are at the discretion of the MCA and CCRA.

Copies of the CCM's report on joint use non-Bureau contracts (USMS, INS, or other "piggyback" contracts) shall not be forwarded to the Central Office Procurement and Property Branch.

i. Upon receiving the contractor's response to the monitoring report, the COTR shall prepare and forward a response to the contractor in a timely manner. Ordinarily, this response shall be mailed within five working days and "close out" the monitoring. Monitorings are considered closed when the contractor's written response has indicated all findings have been corrected, or, acceptable plans with appropriate time frames have been outlined to correct findings.



A copy of the contractor's response to all monitoring reports shall be attached to the COTR's follow-up response and copies shall be distributed to Bureau staff as noted above in item h of this section. Copies routed to the CCA shall be reviewed prior to routing to the CO for review and filing in the official contract file.

**4.5.6.2. Contract Confinement Facilities**

**BOP Contracts**

a. Ordinarily all jail and long-term adult confinement facilities will be inspected prior to the contract being initiated and/or activated.

The contract "status" assignment code for these contracts will be active (A) unless the contract has expired or it has been terminated. When in active status, the contract "inspection required" assignment code will be YES (Y) unless no Federal offenders are currently confined or expected to be confined at the facility over the next six months.

When inspections are required for active contract confinement facilities, they will be scheduled as noted below in Table 2:

**TABLE 2**

**MONITORING SCHEDULE FOR JAILS  
AND LONG-TERM ADULT FACILITIES**

TYPE OF FACILITY	ADP PRIOR SIX MONTHS	NUMBER OF FULL MONITORINGS	NUMBER OF INTERIMS BETWEEN FULLS
MINOR	0 - 49	1 EVERY 12 MOS	0
MAJOR	50 & OVER	1 EVERY 12 MOS	1

b. Additional program oversight shall be initiated commensurate with larger Bureau populations. Facilities with larger populations ordinarily have an on-site COS. In those cases, the COS shall be the COTR and full monitoring teams may be comprised of Regional Office staff (i.e., Inmate Systems Manager, Correctional Services, Programs, etc.).

c. When a facility has not been used for an extended period of time (six months or more), every effort should be made to visit/monitor the facility prior to the arrival of the next designated offender. A visit/monitoring is mandatory for those inactive facilities within 30 days of the designated inmate's arrival or a U.S. Marshal's inspection report is required demonstrating the facility has been reviewed within the last 12 months.

d. Contract juvenile facilities in use shall be monitored following the same type and frequency of review as outlined for a major, moderate, or minor use CCC, depending on use.

e. A number of correctional systems process offenders through a "diagnostic" center or facility prior to the offenders initial designation to a permanent facility. When used by the contract agency, diagnostic units, through which all offenders must be initially processed and evaluated, should be visited during each full monitoring, or at a minimum of once every 12 months.

f. When a contract confinement facility also has a work release program which is the predominant use, the frequency of monitorings shall follow those outlined for CCCs. The monitoring instrument however, should continue to be the appropriate confinement checklist. During the monitorings of this type of program, the contractor's procedures to verify inmate employment and the system for general accountability of inmates while in the community shall be closely examined and addressed in the report.

g. Contract confinement facility full monitorings shall be recorded on the appropriate standard monitoring checklist (see Attachment 4-9 and 4-10). Interim reviews shall be recorded on the standard Contract Confinement Services Interim Monitoring Report form (Attachment 4-11). Preparation of reports or letters and distribution of materials shall be handled the same as for contract CCCs.

#### **Non-Bureau Contracts**

a. These are contracts where the Bureau is listed as an authorized user of another Federal agency's contract ("piggyback" agreements). The USMS contracts are an example.

b. Community corrections staff shall inspect all non-Bureau contract facilities for suitability prior to placing inmates in the facility. The suitability inspection will be coordinated with the USMS. In addition to the Bureau staff inspection, the CCM shall obtain a copy of the latest USMS monitoring report.

Some U.S. Marshal's rely on State inspections of contract jails, if this is the case, a copy of the State inspection should be obtained and maintained in the contract file. Duly authorized State inspections of contract jails is an acceptable inspection for BOP purposes. The suitability inspection shall be documented in the contract file.

c. In addition to the suitability inspection, Community corrections staff shall participate in a Joint Monitoring with USMS staff, once every three years. A copy of all USMS monitoring reports shall be maintained in the contract file. Larger non-Bureau contracts may require additional program oversight. At the CCRA's discretion, Community Correction staff may accompany the USMS Jail Inspectors more frequently.

d. If Community corrections staff learn of serious deficiencies at the facility, the concerns shall be communicated to the USMS office. If deficiencies are not corrected, the Bureau may choose not to use the facility. CCMS shall consult with their MCAs and CCRA's in these cases. Community corrections staff should not correspond directly with the contractor.

#### **4.5.7. MONITORING AND EVALUATION OF CCC CONTRACT PERFORMANCE**

Monitoring a contractor's performance should be viewed as a daily, continuous, on-going, routine process and not limited to formal monitoring trips to the facility. The COTR is responsible for completing the Contractor Evaluation Form (CEF) "Report Cards" (see **Attachment 4-13**). The contractor's performance will be evaluated at least two times during the life of the contract. The first report card is required at the end of the two year base period with a follow-up to be completed at the beginning of the last option year when an RCA is submitted to the Central Office for a replacement contract. Once each report card is completed, it is sent to the contractor for comment. The contractor has 30 days to comment, rebut, and/or provide additional information to the COTR. If the contractor disagrees with the rating, the information will be reviewed by the MCA, who will consider the comments made by the contractor and decide the final rating. The MCAs decision must be in writing and completed within 15 days from receipt of the rebuttal statement. The MCA is the final authority. This contractor information will be used during the evaluation panel process.

The maintenance of chronological worksheets in each CCM Contract File emphasizes the importance of providing regularly scheduled and unscheduled oversight of a contractor's performance.

The solicitation, which includes the applicable SOW, contractor's business and technical proposals, all provisions of and amendments to the solicitation, and any subsequent changes agreed to during negotiations, Clarification & Deficiencies (C&Ds) and Best and Final Offer(s)(BAFO(s)), establishes the contract.

The SOW outlines the government's minimum requirements and takes precedence over any contradiction in the contractor's proposal. CCM office staff, ordinarily the COS, should carefully review all documents for indications of any possible "waivers" or "modifications" to SOW requirements that may have taken place during negotiations.

When monitoring CCCs, the following are examples of issues to keep in mind:

#### 4.5.7.1. Administration

a. A review of the operations manual for the contractor's policies concerning use of force, conflicts of interest, handling funds, etc. should be accomplished.

b. The requirement contractors attend training meetings the Bureau sponsors does **not** mean that one contractor in an area is brought into another contractor's facility to view their forms, procedures, etc., as a means of training. It means the contractor shall attend Bureau-arranged training (normally held every 12-18 months) either region-wide, or by management center, at a central location.

c. Documentation is being maintained indicating facility staff meetings are being held monthly to foster communication, discuss problems, and ensure compliance with SOW requirements.

d. The contractor conducts internal audits annually with written findings and planned corrective actions forwarded to the COTR.

e. The contractor has documentation indicating searches of the facility and personal belongings of the residents are being conducted, at least once per month.

#### 4.5.7.2. Personnel

a. The written job descriptions should be reviewed to determine if they accurately describe the current duties being performed by the respective employees and if the people in those positions meet minimum qualifications as outlined in the job

descriptions. The contractor should provide the full name, date-of-birth, race, sex, and social security number, for all new or replacement staff, so integrity checks (NCIC/NLETS) can be performed prior to their working with Federal offenders.

b. Additional background checks on contract staff need to be performed when necessary (i.e., fingerprints, local law enforcement checks, etc.). Bureau staff must verify the information contained on the applications and resumes of CCC staff of Program Director level or higher.

c. Staff integrity issues are critical. The contractor should be training staff in this area frequently. There should be a clear understanding by all contract staff as to what is and is not appropriate.

For specific procedures regarding the receipt, handling, and closure of CCC contract staff allegations of misconduct or other integrity issues in connection with privately operated contract CCC programs, see Attachment 4-12.

d. Persons under any correctional supervision are prohibited from having anything to do with Federal offenders. If the contractor wants to consider an individual for employment who has a prior criminal conviction(s), but is not presently under supervision, Bureau review and approval, on a case-by-case basis, must take place **before** an individual performs any services under the contract, to include having contact with Federal offenders.

e. The facility staffing pattern must be monitored closely to ensure conformity with the terms of the contract. Special emphasis should be placed on how long positions remain vacant and what steps the contractor is taking to hire new staff.

f. Residents shall not perform work for the facility or be used in lieu of paid workers.

#### 4.5.7.3. Facility

a. The facility's location should not have an adverse affect on the community or residents.

b. Adequate space, aesthetics, and facility services should be examined.

c. Continued compliance with all zoning, building and other codes must be ensured.

**4.5.7.4. Safety/Sanitation/Environmental Health**

a. This area should be given careful inspection during monitoring visits. Ensure bedding materials meet the applicable code(s). Particular attention must be paid to sanitation, noting general cleanliness in all areas, the frequency inspections are made, and if a log of sanitation work assignments is kept and available for review.

b. Evidence all inspections are occurring in a timely manner should be reviewed.

c. The contractor shall be able to demonstrate and document the ability to conduct fire evacuation drills at the facility.

d. Extension cords are not to be used in lieu of hard or permanent wiring.

e. A written program is to be in effect and compliance is to be maintained concerning the storage, issuance, handling, and accountability of flammable liquids, hazardous chemicals, toxic, and caustic materials used within the facility.

**4.5.7.5. Referral and Intake Processing**

a. The Federal Bureau of Investigation (FBI) will neither issue fingerprint cards to non-government facilities, nor will they accept cards from such facilities. Since fingerprints are to be taken on all residents for identification purposes, the CCM office must provide fingerprint cards to the contractor. The CCM office forwards cards for Direct Court Commitments to the FBI (or another government agency can do it if Bureau staff can make such an arrangement). Centers operated by state correctional or parole agencies should forward fingerprint cards to the FBI in accordance with their own procedures.

Community corrections staff must assist private contractors in locating a resource to take fingerprints, or when necessary, the COS shall train contractor staff in the taking of fingerprints. Other sources of possible fingerprint training are the USMS, local police, or other law enforcement agencies. Contractor staff must accompany residents when prints are taken. Photographs and fingerprints are required on all Federal offenders housed under a Bureau contract.

b. All Judgment and Commitment Orders are being executed and distributed in accordance with Bureau policy.

c. The confidentiality of case records is being maintained.

4.5.7.6. Programs

a. Examination of program components should be completed to ensure appropriate privilege and supervision requirements are followed.

b. Contractors must develop a network of community resources to meet the needs of Federal offenders assigned to their care. These resources must include a minimum of those listed in the SOW for the contract facility. CCMS should encourage the contractor to use volunteer groups and programs. It is the CCMS' responsibility to ensure procedures used to select and train volunteers follow the same standards of conduct and screening procedures that apply to paid employees.

c. Resident files maintained at the CCC should be closely reviewed to ensure each resident has a descriptive, written program plan.

Case notes should clearly address a resident's progress in:

- ! employment,
- ! housing,
- ! substance abuse counseling, and
- ! other transitional or treatment needs.

d. Program subsistence collection procedures should be reviewed. Special emphasis should be on:

- ! collecting appropriate amounts,
- ! following procedures to modify or waive the amount,
- ! internal control measures, and
- ! receipt and disposition of collected monies.

e. During all reviews, employment records of all Federal residents should be closely reviewed.

f. Substance Abuse

(1) Offenders with a condition of drug aftercare or history of substance abuse are required to be in drug counseling while at the center, rather than waiting until they are released from the CCC. Whenever possible, the resident should receive counseling from the same person and/or agency the USPO requires when released to supervision. The primary exception to this is when the CCC has a specialized drug counseling program or counselor that is an integral part of the contractor's program.

(2) Contractors must meet with the USPO to develop a counseling program for the resident with drug aftercare as a condition of release.

If the contractor sets up a conference and the USPO does not attend, then the contractor's responsibility is met.

The CCM, however, should contact the USPO to discuss this issue since the USPS has agreed to assist our contractors in setting up counseling sessions.

(3) Random urinalysis specimens should be taken at the rate of one for every 10 residents or less per month; between 11 and 20 residents, two tests are required per month; between 21 and 30 residents, three tests are required per month, and so on. The total number of residents upon which the rate should be based should not include USPS cases. Residents with a drug aftercare condition or a history of drug abuse should provide four urinalysis specimens every month.

Residents who are members of disruptive groups shall be administered a random urinalysis at least once per month.

All urinalysis specimens shall be taken on an unannounced, surprise basis and tested for all drugs/substances noted in the PRIMARY TEST PANEL included in the SOW.

(4) The COS is responsible for maintaining a file containing the monthly urinalysis specimen report contractors submit. A tracking system should be developed to ensure the required number of urinalysis specimens are collected.

(5) In the urinalysis specimen program, contractors are required to establish a procedure for the chain of custody from the point of receiving the bottles, through mailing samples to the laboratory. The COS must check this procedure to ensure specimens are kept secure from all residents and other unauthorized persons.

(6) The USPS is responsible for drug aftercare services (urinalysis, alcohol testing, and counseling) for supervision cases (those persons under supervision of the USPO).

g. Staff must review the contractor's method and plan of issuing passes to determine:

- ! how soon after admission the first pass is issued;
- ! the length of time for a pass;
- ! if there is a graduated policy;



- ! who signs the passes; and
- ! accountability during the pass period, etc.

h. The contractor is required to contact the USPO for comments on passes and furloughs that have been recommended for a resident. If the USPO does not respond after reasonable attempts at communication, the contractor has met the requirement and should proceed with the next step.

These attempts to contact the USPO should be documented. The CCM should be alert to requests for furlough on Central Inmate Monitoring (CIM) cases, checking on separatees, and requesting clearance for any furlough outside the immediate area.

The inmate-day rate for residents in this status is ordinarily 50% of the regular inmate-day rate.

i. The contractor should not reserve a bed for Home Confinement residents.

The CCM should ensure the USPO is involved in the decision to place an inmate on Home Confinement. The rate for residents in this status is ordinarily 50% of the regular inmate-day rate.

j. The COS is responsible for providing necessary Bureau forms to the contractor. These forms can be obtained through normal ordering procedures. In emergencies, forms can be obtained from a nearby Federal institution.

#### 4.5.7.7. Discipline

a. Determine if current facility rules, regulations and sanctions are acceptable and have been approved by the CCM.

b. Examine the discipline process and procedures to ensure they meet the requirements of the SOW.

#### 4.5.7.8. Services

a. Ensure food services are in accordance within the Statement of Work and comply with all Federal, state and local regulations for nutritional, well-balanced meals.

b. Examine availability of medical services and ensure 24-hour access to these services continues to exist. Appropriate staff are to be trained in emergency first-aid and CPR.

4.5.7.9. Records And Reports

a. The system should ensure privacy and eliminate confidentiality concerns.

b. Appropriate records and reports are to be understood, completed, and forwarded by the contractor.

4.5.7.10. Release Preparation

a. The contractor shall handle each release preparation case appropriately.

b. The correct release documents shall be completed and forwarded in a timely manner.

c. When release occurs, the contractor shall follow termination requirements as outlined.

4.5.7.11. Escapes

Escapees shall be promptly identified and the contractor shall make timely notifications.

4.5.7.12. Serious Illness, Injury, or Death of a Resident

The contractor shall handle any serious injuries or as specified in the SOW. In all cases the CCM shall be promptly notified.

4.5.7.13. Residents Under Supervision

The contractor shall have a clear understanding of the implications of this legal status and differences in handling these cases.

4.5.7.14. Research and Evaluation

The contractor shall consult with its staff and the CCM before collecting data. This information is very important for planning and analytical purposes.

4.5.8. CONTRACTOR TRAINING AND MANAGEMENT/TECHNICAL ASSISTANCE

One of the Bureau's goals is to increase the quality of contract corrections provided to Federal inmates. CCM office staff are responsible for providing on-going assistance in the training of contractor staff. Assistance, however, in the form

of Bureau training never relieves the contractor from its legal obligation of providing fully compliant contract performance during the entire performance period.

4.5.8.1. Training

a. On-Site CCM Training. At least annually, CCM office staff shall hold either individual or group training sessions with contract staff and provide an orientation to all newly employed CCC staff at the contractor's facility, using Bureau or outside resources. Staff must be aware of any self-contained training packages the Bureau produced. Annual training shall include:

- ! discipline,
- ! integrity,
- ! accountability,
- ! life/safety, and
- ! other relevant issues.

b. Each region shall hold a contractor training conference or forum, on a Region-wide or Management Center level, every 18 months. This conference should focus on Management Center, Regional and National Community corrections and other relevant issues. Resource staff and guest speakers might include Federal Judges and Probation Officers, the Director, Assistant Director, and Regional Director, the CCA, and representatives from the Bureau Procurement and Property Branch.

c. If key contractor personnel leave their positions, their replacements must receive training within 90 days at the contractor's expense. Key personnel are the foundation of a model CCC operation. Training programs help contract staff better understand the Bureau's requirements and operations.

d. The CCM should document training given and to whom, either by individual certificate or letter. This documentation lends credence to the contractor's knowledge of Bureau requirements and may be useful if inmates initiate litigation. A copy of this training document shall be maintained in the CCM Contract File. If the training program used an agenda it should be attached. Be sure to document the use of any training resources in the memo.

e. USPO Contacts. One of the most important aspects of a contract CCC is its relationship with the USPS. It is the CCM's responsibility to serve as a liaison between the CCC and the local USPO. The CCM will help in solving problems that occur between the USPO and the CCC and in some situations will work out

a direct conflict between them.

#### 4.5.8.2. Management/Technical Assistance

Management/technical assistance is provided in the areas of staffing, facilities, and programs.

##### a. Staffing

- (1) Identify available training opportunities.
- (2) Arrange visits to Federal institutions for contract staff.
- (3) Encourage contract staff participation in professional organizations.
- (4) Emphasize the importance of CCC staff training and retention programs.

##### b. Facility

Ensure the contractor meets Bureau requirements regarding safety, sanitation, permits, etc., in connection with the facility and services.

##### c. Program

(1) Make sure contract staff are aware of available state and local programs, such as mental health programs and employment training and assistance.

(2) Assist contractors to develop student intern programs that can aid in providing counseling services.

##### d. Reporting of Management/Technical Assistance

CCM office staff shall report, in writing, to the MCA and CCRA, any management assistance they provide to any agency of the criminal justice system.

#### 4.5.9. AUTOMATED DATA PROCESSING REQUIREMENTS

The CLPS is an automated contract information system maintained in the SENTRY database. This system provides technical and descriptive information about contracts and is used by all Bureau staff to locate facilities. In addition, it provides community corrections staff with information on monitorings, contract expiration dates, quotas, etc.

Instructions for data submission and general use of the system are contained in the **Technical Reference Manual on SENTRY General Use**. It is essential that CCM office staff update the information whenever contract resources are added, deleted, inspected, or whenever the descriptive information is changed.

When USMS inspections of contract jails are made between Bureau inspections, staff shall update the system to reflect the audit.

#### 4.5.10. MODIFICATION OF SOW/CONTRACT

Modifications may be made to the SOW when certain additions or deletions (within the scope of work of the existing contract) are necessary and adjustments in the price or services are not required. Modifications which are determined to be significant changes to the SOW or requirements of the original contract can jeopardize the remaining unexercised periods of performance contained in the originally awarded contract.

If the COS believes it is advantageous to the government to modify the contract, he or she must submit a RCA through the CCM, MCA, and to the CCRA, who forwards it to the CO through the CCA.

#### 4.5.11. OPTION YEAR CONTRACTS

Once the COS determines the need for continued CCC services with an existing contract, the COTR shall submit an electronic request to the Community Corrections Branch, the CCRA, and the MCA, to exercise the next option year. The submission must be completed four months in advance of the end of the performance period.

For contracts in excess of \$25,000 but less than \$500,000, the COS shall submit an Individual Acquisition Plan (IAP) along with their request to exercise an option year.

For contracts over \$500,000 CCB will complete and submit an APP directly to the CO.

#### 4.5.12. PERFORMANCE PROBLEMS

Any problems regarding contractor performance must be thoroughly documented. Ordinarily, the contractor must be notified of the problem(s) and given an opportunity to take corrective action. This is characterized by the monitoring process, but may occur anytime circumstances warrant such notification/corrective action/follow-up measures.

#### 4.5.13. ADVERSE ACTION NOTICES

While informal resolution is always preferred, failure to meet contract requirements require immediate attention and may, if not corrected, necessitate an adverse action notice from the CO or the COTR directing the contractor to cure the problem. Only the CO, with concurrence of legal staff, is authorized to issue an adverse action notice (Cure Notice). Ordinarily, this notice is only issued when recommended by Community corrections. The COTR may take an adverse action by withholding an appropriate amount of funds from the contractor, under the Inspection of Service Clause, FAR 52.246-4.

##### Withholding

When a contractor fails to perform in accordance with the Statement of Work the COTR may withhold an appropriate amount of funds from the contractor. In most cases, the performance problems have been brought to the attention of the contractor verbally, in monitoring reports, and through other correspondence. A withholding of funds is usually the final action before a cure notice is issued by the contracting officer.

Before the COTR sends the withholding letter to the contractor, the circumstances should be discussed with the Central Office Community Corrections Contracting Sections Chief. If all concerned agree that the proposed withholding is appropriate the COTR may send the withholding letter to the contractor.

##### Cure Notice

The CCM (COTR) must submit the request for a Cure Notice in written memorandum and forward it, express mail, if necessary, through the MCA, CCRA and CCA, to the CO. The request must be very specific, thoroughly descriptive, and cite specific provisions of the contract (chapter, page, and paragraph of the SOW, proposal, etc.). A discussion outlining when the contractor was notified of the problem; how much time was allowed to correct the matter; and the state of the non-compliance with the terms of the contract, as it currently exists, must be included.

If a reviewer (MCA, CCRA, CCA, or legal staff) or the CO find the request unwarranted, a written explanation of the rationale and recommended course of action(s) shall be returned to the previous reviewer(s) and to the CCM, with the original request. Copies of these documents shall be maintained in the respective office contract files.

After the CO issues a Cure Notice, and the specified time period lapses, an on-site inspection is typically required to evaluate whether the contractor has corrected the problem(s). A written report of the findings of the inspection shall be provided to the CO through the MCA, CCRA, and CCA. Failure on the part of the contractor to correct the problem(s) may result in termination of the contract.

#### 4.5.14. TERMINATIONS

A recommendation for termination by the CCM shall be made only after an appropriate Cure Notice has been issued by the CO, and after legal staff and the CO have reviewed and concurred. A termination is used after all other efforts have failed. All termination requests the CCM submitted should be processed through and have the concurrence of the MCA, CCRA and the CCA prior to being forwarded to the CO.

#### 4.5.15. CONTRACT CLOSURE

Upon expiration (or termination) of a contract, the CCM shall forward a BOPNet E-Mail message to the CO, with copies to the MCA, CCRA and CCA, that indicates:

- a. the contractor has completed services under the contract and all options have expired;
- b. the date and number of the final invoice and when it was received;
- c. when the invoice was certified and forwarded for payment;
- d. the amount of excess funds (ordinarily one month's accrual, if any) that need to be deobligated; and,
- e. the voucher number\* and date (these will appear on the copy of the SF-1034 returned by the pay station).

[\*This is the number assigned by the pay station before the voucher is forwarded to Treasury for payment.]

Following contract closure, all original documentation not a part of the official contract file should be mailed to the CO. All other contract documents maintained in the CCM Contract File may be destroyed.



REQUEST FOR CONTRACT ACTION (RCA)

(CO Use Only: RCA NO: \_\_\_\_\_ RFP NO: \_\_\_\_\_)

1. Type of Action Requested (Check One):

a. New ( )      b. Replacement ( )      c. Modification ( )

If New or Replacement is checked, identify the following:  
Type of Services:

Location - City: \_\_\_\_\_ State: \_\_\_\_\_  
County(s): \_\_\_\_\_

Statement of Work (SOW):

SOW page changes attached: yes ( )      no ( )

If Modification is checked, complete the following:

Contractor Name:  
Contract Number:  
Location Code:

2. Justification and Explanation for this request:

3. Period services will be required:      -      -      through      -      -

4. Fiscal Data

a. Accounting Code: \_ \_ - \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_ - \_ \_ \_

b. Estimated Inmate-Days and Expenditures:

Contract Period(s)	Inmate-days/Beds	Cost Estimate Per Capita	Per Period
Base Period (Total)		(Inmate-day)	
___ - ___ - ___ through	M: /	M: \$	\$
___ - ___ - ___	F: /	F: \$	\$
Total:	/	Total:	\$

Contract Period(s)	Inmate-days/Beds	Cost Estimate Per Capita	Per Period
Option Year #1 (Total)		(Inmate-day)	
___ - ___ - ___ through	M: /	M: \$	\$
___ - ___ - ___	F: /	F: \$	\$
Total:	/	Total:	\$

Option Year #2			
___ - ___ - ___ through	M: /	M: \$	\$
___ - ___ - ___	F: /	F: \$	\$
Total:	/	Total:	\$

Option Year #3			
___ - ___ - ___ through	M: /	M: \$	\$
___ - ___ - ___	F: /	F: \$	\$
Total:	/	Total:	\$

5. Suggested Sources: Include complete address, contact person and telephone number for each source provided. NOTE: If this is a replacement requirement, asterisk the incumbent provider and include their Contract Number, Location Code, Per Diem rate and Expiration Date.

6. List all existing Bureau of Prisons contracts providing similar services within 50 miles of the location identified for this request. Include the contractor name, contract number, location code, per diem rate and expiration date for each contract listed.

7. For billing purposes, provide the Community Corrections Manager's name, mailing address and telephone number below:

8. Requested, Reviewed, and Approved by:	Date:
CCCOS: _____	_____
CCM: _____	_____
MCA: _____	_____
CCRA: _____	_____
CCAA: _____	_____
Received by CC Contracting Section	_____